

DAVISS-MARTIN COUNTY JOINT
PARK AND RECREATION BOARD
WEST BOGGS LAKE ENHANCEMENT DESIGN PROJECT

VOLUME I

CONTRACT DOCUMENTS AND SPECIFICATIONS

SEPTEMBER 1994

Property of
Lake and River Enhancement Section
Division of Fish and Wildlife/IDNR
402 W. Washington Street, W-273
Indianapolis, IN 46204

**COMMONWEALTH
ENGINEERS, INC.**

HUC 05120208130050

SET NO.

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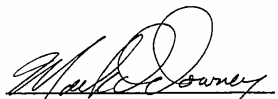
SEPTEMBER 1994

ENGINEER

COMMONWEALTH ENGINEERS, INC.
Environmental Engineers & Consultants



CERTIFIED BY:


Mark D. Downey, P.E.
Indiana P.E. No. 17210

DATE: 9-13-94

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CONTRACT DOCUMENTS AND SPECIFICATIONS
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PART 1

ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR BIDS

DAVIESS-MARTIN COUNTY
JOINT PARK AND RECREATION BOARD

WEST BOGGS LAKE ENHANCEMENT DESIGN PROJECT

NOTICE IS HEREBY GIVEN, that the Daviess-Martin County Joint Park and Recreation Board, Daviess County, Indiana, by and through its Board of Directors hereinafter referred to as the Owner, will receive sealed proposals for the construction of the WEST BOGGS LAKE ENHANCEMENT DESIGN PROJECT, in Daviess County, Indiana.

Sealed proposals are invited and may be forwarded by registered mail, addressed to the Daviess-Martin County Joint Park and Recreation Board, in care of Michael Axsom or delivered in person to the bid opening, and will be considered by the Owner at a public meeting called to receive and open such proposals not later than 4:00 P.M. (Local Time) on October 13, 1994 at P.O. Box 245, Loogootee, Indiana 47553. Proposals received after said time shall be returned unopened.

A prebid meeting will be held at 10:00 A.M. (Local Time) on Thursday, September 29, 1994 at the park office. All prime contractors, subcontractors, small, minority or women business enterprises and other interested parties are invited to attend.

The WEST BOGGS LAKE ENHANCEMENT DESIGN PROJECT, which is funded in part by the Indiana Department of Natural Resources Division and Soil Conservation and the Indiana Department of Environmental Management through the U.S. EPA, Section 319 Program, will be constructed in one (1) Contract Division defined and outlined as follows:

The construction of steel sheet piling weir structures and appurtenances to facilitate sediment and nutrient removal at two (2) separate inlets to West Boggs Lake.

It is the intention of the Daviess-Martin County Joint Park and Recreation Board to lower the general lake elevation to a point below that of the two project sites.

Plans and Specifications for the Project are on file and may be examined at the following locations:

Commonwealth Engineers, Inc.
Daviess-Martin Co. Joint Park
and Recreation Board
F.W. Dodge Office
Builders Exchange
Construction League

Indianapolis, Indiana

Daviess County, Indiana
Indianapolis, Indiana
Louisville, Kentucky
Indianapolis, Indiana

Copies of the Plans and the Contract Documents and Specifications for the work may be obtained from Commonwealth Engineers, Inc., at 7256 Company Drive, Indianapolis, Indiana, 46237 upon payment of a non-refundable fee of One Hundred Dollars (\$100.00), in the form of a check or money order made payable to Commonwealth Engineers Inc. Requests for the plans and the Contract Documents and Specifications must also include a return street address; post office box numbers are not acceptable. Partial sets of Plans and/or Contract Documents and Specifications are not available. Copies of any and all addenda which may be issued for this project shall be included with the purchased documents and shall be forwarded to all plan and specifications holders.

The work to be performed and the proposal to be submitted shall include sufficient and proper sums for all General Construction, Mechanical Installation, Labor, Materials, Tools, Equipment, Taxes (both Federal and State), Permits, Licenses, Insurance, Service Costs, and so forth incidental to and required for the construction of the facilities.

Each proposal must be enclosed in a sealed envelope bearing the title of the Project and the name and address of the Bidder. All proposals must be submitted on the proposal forms as identified in the Contract Documents and Specifications.

Each proposal shall be accompanied by a certified check or acceptable bidder's bond made payable to the Owner, in a sum of not less than five percent (5%) of the total amount of the highest aggregate proposal, which check or bond will be held by the Owner as evidence that the bidder will, if awarded the contract, enter into the same with the Owner upon notification from him to do so within ten (10) days of said notification.

Approved performance and payment bonds guaranteeing faithful and proper performance of the work and materials, to be executed by an acceptable surety company, will be required of the Contractor at the time he executes his contract. The bond will be in the amount of 100% of the Contract Price and must be in full force and effect throughout the term of the Construction Contract plus a period of twelve (12) months from the date of substantial completion.

The Owner reserves the right to reject any proposal, or all proposals, or to accept any proposal or proposals, or to make such combination of proposals as may seem desirable, and to waive any and all informalities in bidding. Any proposal may be withdrawn prior to the above scheduled time for the opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified shall not be considered. NO proposal may be withdrawn after the scheduled closing time for receipt of bids for at least ninety (90) days.

A conditional or qualified Bid will not be accepted.

Award of the contract is contingent upon receipt of the grant funding. In addition, the Daviess-Martin County Joint Park and Recreation Board reserves the right to reduce or eliminate portions of the projects to stay within the funds allocated for this work.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the projects shall apply to the Projects throughout.

Proposals shall be properly and completely executed on proposal forms included in the Specifications. Proposals shall include all information requested by Indiana Form 96 (Revised 1987) included with the Specifications. Under Section III of Form 96 the Bidder shall submit a financial statement. A copy of the proposed Financial Statement to be submitted with the bid is included in the bid Proposal Documents section of these Specifications. The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

Each Bidder is responsible for inspecting the Project site(s) and for reading and being thoroughly familiar with the Contract Documents and Specifications. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation with respect to its Bid.

Wage rates on this project shall not be less than the Federal Wage Scale published by the U.S. Department of Labor.

Any contracts awarded under this Advertisement for Bids are expected to be funded in part by a grant from the Indiana Department of Natural Resources Division and Soil Conservation and the Indiana Department of Environmental Management through the U.S. EPA, Section 319 Program. Neither the United States nor any of its departments, agencies or employees is or will be a party to this Advertisement for Bids or any resulting contract.

DAVIESS-MARTIN COUNTY JOINT
PARK AND RECREATION BOARD

/S/ Ronald McMasters, President

ATTEST: _____
/S/ Rex Malone, Secretary

DATED: September 13, 1994

PART 2

INFORMATION FOR BIDDERS

PART 2

INFORMATION FOR BIDDERS

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PART 2

INFORMATION FOR BIDDERS

1. Definitions

Owner: The Owner shall mean the water or sewer utility or company, district, city, town or other legally established agency financially responsible for any and all services and work to be performed through the completion and acceptance of this project. The Owner will be represented by and through its duly elected or appointed governing board or authorized agent.

Engineer: The Engineer; Commonwealth Engineers, Inc. or their authorized agent.

Contractor: The person, firm, partnership or corporation to whom the contracts are awarded by the Owner, and who is subject to the terms thereof.

Contract Documents: The Contract Documents shall consist of the Specifications, Agreement, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, Contract Change Orders, the Plans and all Addenda issued thereto by Commonwealth Engineers, Inc.

2. Scope of Work

Bids are to cover the furnishing of labor and materials for constructing and making ready for use, the structures, equipment, piping, appurtenances and other works described in these Specifications and Plans, attached hereto and as further incidental or necessary for the entire satisfactory and enduring completion of each section bid upon, including the protection of all property traversed or approached.

3. Bidder's Responsibilities

Bidders shall carefully examine the entire site of the work, the adjacent premises and the various means of approach to the site, and shall make all necessary investigations to acquaint themselves thoroughly with the facilities for delivering, placing and operating the necessary construction plant, for delivering and installing the equipment specified, for handling materials at the site, and as to all difficulties that may be encountered in the complete execution of all work under the attached contracts, in accordance with the Plans and Specifications. Bidders shall examine the Specifications and Plans and any other data which may be on file in the office of the Engineer for examination by bidders.

No plea of ignorance of conditions that exist, or of conditions or difficulties that may be encountered in the execution of the work under this contract, as a result of failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail the requirements of said contract, specifications, plans or will be accepted as a basis for any claim for extra compensation.

Upon application, all available information in the possession of the Engineer will be shown to the bidders. No information obtained from any officer, agent, or employee of the Owner shall in any way affect the risk or obligation assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

4. Bid Requirements

Bidders are requested to carefully study and conform to the provisions of the Information for Bidders in order that their bid as submitted be regular, complete and acceptable. All proposals must be executed on the separate copies of the Proposal Forms provided with these Contract Documents and Specifications purchased from the Engineer. The proposals must be legibly written in ink or typed with all prices given in words and figures.

In case of discrepancy between the written words and the figures, the written words shall govern. In case of unit price proposals, the bidder shall fill in the unit price bid for each item and in addition thereto make an extension based on the estimated quantities. In case of incorrect totaling of amounts or where the unit bid price and the extension do not agree, the unit price shall in all cases govern in arriving at the correct extension and/or total for the purpose of comparing bids.

The Owner may consider as informal any proposal on which there is an alteration of or departure from the prescribed form. A conditional or qualified Bid or Proposal will not be accepted. Each proposal shall be enclosed in a sealed envelope, clearly marked with the name of the project, and contract division, if applicable, in order to guard against opening prior to the time set therefor, and addressed in the manner indicated in the proposal form. The bidder shall also place his firm name and address on the outside of the envelope.

Each proposal must be signed in ink by the bidder with his full name and with his business address or place of residence. The legal status of the bidder, that is, as a corporation, partnership or an individual, must be stated in the proposal. In the case of a partnership, the name and residence of each member must be inserted, and in the case the proposal is submitted by, or on behalf of, a corporation, it must be signed in the name of such corporation by an official who is

authorized to bind the bidder, and who shall also affix the corporate seal of such corporation. Such officer or agent must present legal evidence that he has lawful authority to sign such proposal, that the signature is binding upon the corporation and that the corporation has legal existence. In the event any corporation, organized and doing business under the laws of any State other than Indiana, is the successful bidder, such corporation, before a contract for said work is executed, shall present evidence that it is authorized to do business in the State of Indiana.

Any person signing a proposal as the agent of another, or of others, shall have attached thereto a power of attorney evidencing authority to sign in the name of the person for whom it is signed.

The title of the person executing the proposal or contract shall be clearly indicated beneath his signature.

Erasures or other changes with bids must be explained or noted over the signature of the bidder.

Proposals may be withdrawn at any time previous to the time for receiving and opening bids. No proposals may be withdrawn for a period of time as specified in these specifications without the consent of the Owner and/or forfeiture of the bid security to the Owner.

5. Bid Security

Unless otherwise set forth in the "Advertisement for Bids", the bid must be accompanied by a bid guaranty which shall not be less than 5 percent of the amount of the bid, and at the option of the bidder may be a certified check, bank draft, or a bid bond. No bid will be considered unless it is so guaranteed. The certified check or bank draft must be made payable to the order of the Owner. Cash deposits will not be accepted. The bid guaranty shall insure the execution of the contract and the furnishing of both performance and payment bonds by the successful bidder as specified in the Contract Documents. In the case the bid guaranty is in the form of a certified check or bank draft, the Owner will return same to the unsuccessful bidder as soon as practicable after the opening of bids and the determination of the low bidder.

In the event that the party to whom the contract is awarded shall fail or neglect to execute the contract and furnish a satisfactory bond within ten (10) days after the Owner has notified him that the contract is ready for execution, the Owner may determine that the bidder abandoned the contract and thereupon the proposal and acceptance shall be null and void, and the security accompanying the proposal shall be forfeited to and retained by the Owner as liquidated damages for such failure and neglect, and to indemnify the Owner for any loss which may be sustained by failure of the bidder to execute the

contract and furnish bond as aforesaid. After the execution of the contract and the acceptance of the bond by the Owner, the bid securities which have been retained by the Owner shall be returned to the respective bidders.

The Contractor shall include in his bid price or prices the cost of all insurance set forth in these Specifications.

6. Bidder's Proposal

The bid shall be completely executed on Form 96 (Revised 1987) as contained in the Bid Proposal Documents Section of the Specifications. In addition, as a part of complying with Section III of Form 96, the Bidder shall completely execute and submit with this bid the Financial Statement, included with these Specifications.

The Owner shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The right is reserved to reject any bid where an investigation of the evidence or information submitted by such bidder does not satisfy the Owner that the bidder is qualified to carry out properly the terms of the Contract Documents.

7. Exemption from Indiana Sales Tax

Attention of the bidders is called to the fact that governmental units are exempt from the Indiana Gross Retail Tax Act (sales tax). All materials incorporated as a material or integral part of construction work for the State, County, Township, Municipality, its agencies and instrumentalities are exempt from this tax. The authorized person (Clerk or Clerk-Treasurer for municipalities) will furnish upon request to the successful bidder any needed information for purposes of filling-out the Exemption Certificate form.

It is not a blanket exception but it provides that only the purchase of tangible personal property used by a governmental agency in connection with a governmental function may be purchased exempt from sales tax. The Contractor shall apply for an "Exemption Certificate for Construction Contractors", Form ST-134, Indiana Department of Revenue.

The bidder shall include in all prices offered the cost of all Federal, State and Local income taxes and all taxes imposed on materials and equipment, whether it be sales tax, processing tax or any other form of tax whatsoever with the exception of the above referenced Indiana Sales Tax.

8. Laws

Each bidder must familiarize himself with all laws, ordinances and regulations, whether Federal, State or Local, which by reason of being neglected or violated may affect the work contemplated and must secure and pay the fees required for any permits which may be necessary.

Each and every provision by law and clause required by law to be inserted in this contract, shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through a mistake or otherwise any such provision that is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

9. Award of Contract and Rejection of Bids

An award of contract will be made in accordance with the applicable stipulations in the proposal to the low responsive, responsible bidder, as defined by IC 36-1-12-2.

In determining the low, responsive, responsible bidder, the Owner reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Owner. Unbalanced bids will be regarded with disfavor. Supplemental and/or alternate bids or proposals shall not be used in the determination of the low, responsive, responsible bidder. A conditioned or qualified bid will not be accepted.

The Owner may elect to make a tentative award of contract to the low, responsive, responsible bidder(s) pending the sale of bonds or the completion of other financing arrangements. In such event and upon successful completion of the necessary arrangements to fund the total cost of the project, the Owner and the successful bidder to whom the tentative award has been made shall enter into a written contract at the price stated in the proposal and as specified; provided that the elapsed time from the date of the receipt of bids, as required by these specifications, has not expired. The time for execution of the written contract may be extended beyond the period set forth in these Specifications, if such time extension is mutually agreeable to the Owner and the successful bidder. This mutually agreeable extension must be done at no additional cost to the Owner.

In the determination of the low, responsive, responsible bidder, the Owner reserves the right to take into account and give reasonable weight to the following factors:

- 1.) The extent of the bidder's experience on work of the nature involved.

- 2.) The bidder's record as to dependability in the carrying out of other contracts.
- 3.) The probability of the contract being carried to successful completion within the time specified by the methods and with the equipment the bidder proposes to use.
- 4.) Does he have a suitable financial status to meet his obligations.

10. Performance Bond, Payment Bond and Execution of Contracts

The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond within ten (10) calendar days from the date when the Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Contract and Bond forms.

The successful bidder shall furnish both a Performance Bond and Payment Bond, each in the amount of 100 percent of the Contract Price, with a Surety approvable by the Owner. Copies of the form of bonds are included in the Contract Documents. Attorneys-in-fact who sign the Performance and Payment Bonds must file with each bond a certified and effective dated copy of their power of attorney.

In the case of failure of the bidder to execute the Contract and furnish said Performance Bond and Payment Bond within said time, the Owner may at his option consider the bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner.

The Owner within ten (10) days of receipt of acceptable Performance Bond, Payment Bond and Contract signed by the party to whom the Contract was awarded shall sign the Contract and return to such party an executed duplicate of the Contract. Should the Owner not execute the Contract within such period, the bidder may by written notice withdraw his signed Contract. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The Notice to Proceed shall be issued to the Contractor within ten (10) days after the signing of the Construction contract. Should there be reasons why the Notice to Proceed cannot be issued within such period, then the time may be extended by mutual agreement between the Owner and the Contractor.

The Contractor must also furnish to the Owner, with the execution of a contract, a Certificate of Insurance issued by the insurer qualified to do business in the State of Indiana, certifying that he is covered by Workmen's Compensation in accordance with statutory requirements and by insurance

against public liability and property damage sufficient to cover any claims which may arise out of performance of the work under the proposed contract.

11. Time for Completion and Liquidated Damages

The Contractor shall commence work on or before the date specified in the written "Notice to Proceed" from the Owner and shall fully complete the project within the time specified in the Specifications.

For every calendar day that full completion is delayed beyond the time specified, a penalty shall be paid by the Contractor to the Owner and it is hereby agreed by both parties that such costs and expenses represent liquidated damages caused by the delay of completion.

The time limit in number of calendar days from the date of the Notice to Proceed and the amount to be charged as liquidated damages shall be as set out in these Specifications.

In estimating the time necessary for completing the job, allowance has been made, so far as possible, for all the ordinary delays and hindrances incidental to such work, i.e. weather, delays in securing materials, workmen or otherwise.

12. Completion of Plans and Specifications

Upon issuance to prospective bidders, the physical make-up and content of the plans, specifications and contract documents is intended to be complete for preparing and submitting of a proposal. However, each bidder shall verify to his own satisfaction that all material issued to him is indeed complete. Should he discover that a page, sheet, etc. is missing he shall notify the Engineer in writing and it will be forwarded to him. After bids have been submitted, no claims of ignorance of these requirements of bidding or of construction due to such missing or overlooked material will be recognized.

13. Interpretations

In general, no answer will be given in reply to an oral question if the question involves an interpretation of the intent or meaning of the drawings or contract documents, or the equality or use of products or methods other than those definitely designated or described on the plans or in the specifications. Any information given to the bidders other than by means of the plans and contract documents or by addenda as described below is given informally and shall not be used as the basis of a claim against the Owner or the Engineer.

To receive consideration, such questions shall be submitted in writing to the Owner at least seven days before the advertised date for receipt of bids. If the question involves equality or use of products or methods, it must be accompanied by drawings, specifications, or other data, in sufficient detail to enable the Owner to determine the equality of suitability of the product or method. In general the Owner will neither approve nor disapprove particular products prior to the opening of bids; such products will be considered when offered by the Contractor for incorporation into the work.

The Owner will arrange as addenda, which shall become a part of the contract, all questions received as above provided with his decision regarding each. At least five days prior to the receipt of bids, he will send a copy of those addenda to each of those who have taken out the plans and contract documents.

Unless such action shall have been taken by the Contractor and approval obtained, he agrees to use the product or method designated or described in the specifications as amended by these addenda.

Each bidder shall acknowledge receipt of all addenda issued, by number, on his proposal form.

14. Local Features and Underground Information

The attention of the bidders is directed to the information given on the plans or shown in the Specifications relating to soundings and borings, materials encountered, ground water, subsurface conditions and existing pipes, conduits and other structures. This information is from the best available sources presently available to the Owner. All such information and the plans of the existing construction are furnished only for the information and convenience of the bidder.

It is agreed and understood that the Owner does not warrant or guarantee that the materials, conditions, and pipes or other structures encountered during construction will be the same as those indicated by the boring samples or by the information given on the drawings or in the Contract Documents. The bidder must satisfy himself regarding the character, quantities, and conditions of the various materials and the work to be done. It further is agreed and understood that the bidder or the Contractor will not use any of the information made available to him or obtained in any examination made by him in any manner as a basis or ground of claim or demand of any variance which may exist between the information offered and the actual materials or structures encountered during the construction work, except as may otherwise be provided for in the Contract Documents.

It is further understood and agreed that the bidder or the Contractor will not use any information made available to him or obtained by any examination made by him in any manner as a basis or ground of claim or demand of any nature against the Owner or Engineers, arising from or by reason of any variance which may exist between the information offered and the actual materials and structures encountered during the construction work.

15. Modification Prior to Bid Opening

The right is reserved, as the interest of the Owner may require, to revise or amend the specifications and/or drawings prior to the date set for opening bids. Such revisions and amendments, if any, will be announced by an addendum or addenda to the Contract Documents.

Copies of such addenda as may be issued will be furnished to all prospective bidders. If the revisions and amendments are of a nature which requires material changes in quantities or prices bid or both, the date set for opening bids may be postponed by such number of days as in the opinion of the Owner's Engineer will enable bidders to revise their bids. In such case, the addendum will include an announcement of the new date for opening bids.

16. Wage Scales

The successful bidder must comply with the determination of the prevailing scale of wages made in connection with this Project in accordance with the Federal Wage Scale published by the U.S. Department of Labor.

For the various trades or occupations listed in the wage rate schedule in connection with this "Information for Bidders", each employee engaged in work on the project covered by this contract shall be paid not less than the wage rate indicated in such schedule.

The Contractor shall post in conspicuous places on the site of the project a schedule showing all minimum wage rates and all authorized deductions, if any, for unpaid wages earned.

In case it becomes necessary under this contract for the Contractor to employ any person in a trade or occupation for which no minimum wage rate is herein specified (for example, storekeeper, time-keeper, watchman, waterboy and the like, but not including executive, supervisory, administrative, clerical, or other non-manual workers as such), the Contractor shall immediately notify the Owner, who will promptly provide the Contractor a minimum rate. Such rate shall be applicable as a minimum for such trade or occupation from the time of initial employment of the person or persons affected, and during the continuance of such employment.

In case of underpayment of wage to a worker on this project under the contract by the Contractor or any Subcontractor, the Owner shall withhold the difference between the wages required to be paid and the wages actually paid such worker and the Owner may disburse such amount so withheld by it for and on account of the Contractor to employee to whom such amount is due. The amounts withheld shall be in addition to percentages to be retained by Owner pursuant to other provisions of the contract. This contract is subject to the "Anti-Kickback" (18 USC 874: 40 USC 276 (C)) Statute.

The prevailing wage scale as fixed and determined for the Project may be examined at the Owner's address as given in the Advertisement for Bids if not attached hereto.

17. Safety and Health Regulations for Construction

The successful bidder shall be responsible for all obligations prescribed as employer obligations under Chapter XVII of Title 29, Code of Federal Regulations for Construction, OSHA (PL 91-596) and the Contract Work Hours and Safety Standards Act (PL 91-54).

All questions regarding compliance and enforcement, as well as requests for the regulations, should be directed to the Department of Labor.

18. Responsibility of the Contractor

Attention here is particularly directed to the provisions of the Contract whereby the Contractor shall be responsible for any loss or damage which may occur during process of the work or any part thereof, and also whereby the Contractor shall make good any faulty work or material which becomes evident within twelve months after its substantial completion, unless otherwise specified elsewhere herein.

19. Outside Interests

No official of the Owner who is authorized in such capacity on behalf of the Owner to negotiate, make, accept, or approve or the taking part in negotiating, making, accepting, or approving, any engineering, inspection, construction or material supply contracts or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in the contract or in any part thereof. No officer, employee, attorney, engineer or inspector of or for the Owner, who is authorized in such capacity on behalf of the Owner to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction of the project shall become directly or indirectly interested personally in this contract or any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

20. Items to be Submitted with Bid

The bidder shall submit as a part of his bid the following:

- A. Contractors Bid and Bid Schedule - completely executed and signed. (Executed) Indiana State Bid Form No. 96 (Revised, 1987), completely signed and executed.
- B. Non-Collusion Affidavit - Completely executed, signed and notarized (Standard Form 96 Revised, 1987)
- C. Bid Bond - acceptable bidder's bond or certified check in the amount of not less than five (5%) percent of the total bid price.
- D. Financial Statement for Bidders - completely signed and executed.

PART 3

GENERAL CONDITIONS

PART 3

GENERAL CONDITIONS

- | | |
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1. DEFINITIONS

1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:

1.2 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications, or corrections.

1.3 BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

1.4 BIDDER - Any person, firm, or corporation submitting a BID for the WORK.

1.5 BONDS - Bid, Performance, and Payment Bonds and other instruments of surety, furnished by the CONTRACTOR and the CONTRACTOR'S surety in accordance with the CONTRACT DOCUMENTS.

1.6 CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

1.7 CONTRACT DOCUMENTS - The contract, including Advertisement For Bids, Information For BIDDERS, BID, BID BOND, Agreement, Payment BOND, Performance BOND, NOTICE OF Award, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, and ADDENDA.

1.8 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

- 1.9 CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- 1.10 CONTRACTOR - The person, firm, or corporation with whom the OWNER has executed the Agreement.
- 1.11 DRAWINGS - The parts of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.
- 1.12 ENGINEER - The person, firm, or corporation named as such in the CONTRACT DOCUMENTS.
- 1.13 FIELD ORDER - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.
- 1.14 NOTICE OF AWARD - The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.
- 1.15 NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him/her to proceed with the WORK and establishing the date for commencement of the WORK.
- 1.16 OWNER - A public or quasi-public body or authority, corporation, association, partnership, or an individual for whom the WORK is to be performed.
- 1.17 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.18 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.
- 1.19 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.
- 1.20 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.21 SUBCONTRACTOR - An individual, firm, or corporation having a direct contract with CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
- 1.22 SUBSTANTIAL COMPLETION - That date certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.
- 1.23 SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions required by a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws.

1.24 SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

1.25 WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated in the PROJECT.

1.26 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address, or delivered in person to said party or their authorized representative on the WORK.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2 The additional drawings and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS AND RECORDS

3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.

3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress scheduled showing the order in which the CONTRACTOR proposes to carry on the WORK, including dates at which the various parts of the WORK will be started, estimated date of completion of each part and, as applicable:

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payments that the CONTRACTOR anticipates will be earned during the course of the WORK.

4. DRAWINGS AND SPECIFICATIONS

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over general DRAWINGS.

4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

5. SHOP DRAWINGS

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidence by a CHANGE ORDER.

5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR

'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3 Portions of the WORK requiring the SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6. MATERIALS, SERVICES AND FACILITIES

6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6.4 Materials, supplies, and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.5 Materials, supplies, or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. INSPECTION AND TESTING

7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

7.3 The CONTRACTOR shall provide at the CONTRACTOR'S expense the testing and inspection services required by the CONTRACT DOCUMENTS.

7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.

7.5 Inspections, tests, or approvals by the engineer or others shall not relieve the CONTRACTOR from the obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The ENGINEER and the ENGINEER'S representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records or personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

7.7 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for the ENGINEER'S observation and replaced at the CONTRACTOR'S expense.

7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, if, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

8. SUBSTITUTIONS

8.1 Whenever a material, article, or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue numbers, it shall be understood that this is referenced for the purpose of defining the

performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9. PATENTS

9.1 The CONTRACTOR shall pay all applicable royalties and license fees, and shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or product of a particular manufacturer or manufacturers is specified, however, if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, the CONTRACTOR shall be responsible for such loss unless the CONTRACTOR promptly gives such information to the ENGINEER.

10. SURVEYS, PERMITS, REGULATIONS

10.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, the CONTRACTOR shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY, AND PERSONS

11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR will take all necessary precautions for the safety of, will provide the necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The CONTRACTOR will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. The CONTRACTOR will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone of whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER, of the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instructions or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. The CONTRACTOR will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR

12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13. CHANGES IN THE WORK

13.1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles the CONTRACTOR to a change in CONTRACT PRICE or TIME, or both, in which event the CONTRACTOR shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

14. CHANGES IN CONTRACT PRICE

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

- a. Unit prices previously approved.
- b. An agreed lump sum.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

15.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

15.4.1 To any preference, priority or allocation order duly issued by the OWNER.

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

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16. CORRECTION OF WORK

16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and reexecute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

17. SUBSURFACE CONDITIONS

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or

17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

17.2 The OWNER shall promptly investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless the required WRITTEN NOTICE has been given; provided that the OWNER may, if the OWNER determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION, AND DELAY

18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of its property, or if CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or disregards the authority of the ENGINEER,

or otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and its surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method the OWNER may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

18.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the CONTRACT. In such case the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ENGINEER stop the WORK until paid all amounts then due, in which event and upon resumption of the WORK CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

19. PAYMENT TO CONTRACTOR

19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of

materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect the OWNER'S interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing approval of payment, and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing the reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within ten (10) days of presentation of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate less the retainage. The retainage shall be an amount equal to 10% of said estimate until 50% of the work has been completed. At 50% completion, further partial payments shall be made in full to the CONTRACTOR and no additional amounts may be retained unless the ENGINEER certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the CONTRACTOR. At 50% completion or any time thereafter when the progress of the WORK is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the work completed. Upon substantial completion of the work, any amount retained may be paid to the CONTRACTOR. When the WORK has been substantially completed except for WORK which cannot be completed because of weather conditions, lack of materials or other reasons which in the judgment of the OWNER are valid reasons for noncompletion, the OWNER may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the WORK still to be completed.

19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

19.3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19.4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

19.5 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.

19.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demand of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and

parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, the CONTRACTOR'S Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.7 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or its sureties from any obligations under the CONTRACT DOCUMENTS or the Performance and Payment BONDS.

21. INSURANCE

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from, the CONTRACTOR'S execution of the WORK, whether such execution be by the CONTRACTOR, any SUBCONTRACTOR, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

21.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT TIME, Liability insurance as hereinafter specified:

21.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting the CONTRACTOR from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by the CONTRACTOR or by any SUBCONTRACTOR employed by the CONTRACTOR or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR employed by the CONTRACTOR. Insurance shall be written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$200,000 aggregate for any such damage sustained by two or more persons in any one accident.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21.4 The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of the CONTRACTOR'S employees at the site of the PROJECT and in case any WORK is sublet; the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

11.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, and the OWNER.

22. CONTRACT SECURITY

22.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance BOND and a Payment BOND in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23. ASSIGNMENTS

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of any right, title or interest therein, or any obligations thereunder, without written consent of the other party.

24. INDEMNIFICATION

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, its agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

25. SEPARATE CONTRACTS

25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTOR'S reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate the WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT or the OWNER may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTOR'S who are parties to such CONTRACTS (or the OWNER, if the OWNER is performing the additional WORK) reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate the WORK with theirs.

25.3 If the performance of additional WORK by other CONTRACTOR'S or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves it in additional expense or entitles it to an extension of the CONTRACT TIME, the CONTRACTOR may make a claim thereof as provided in Sections 14 and 15.

26. SUBCONTRACTING

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTS on those parts of the WORK which, under normal contracting practices, are performed by speciality SUBCONTRACTORS.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s), in excess of fifty (50%) percent of the CONTRACT PRICE, without prior written approval of the OWNER.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of its SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons directly employed by it.

26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and give the CONTRACTOR the same power as regards terminating any Subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

27. ENGINEER'S AUTHORITY

27.1 The ENGINEER shall act as the OWNER'S representative during the construction period, shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed, and shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship, and execution of the WORK. Inspections may be at the factory or fabrication plant of the source of material supply.

27.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

28. LAND AND RIGHTS-OF-WAY

28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.

28.3 The CONTRACTOR shall provide at its own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

29. GUARANTEE

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of the damage of other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

30. ARBITRATION BY MUTUAL AGREEMENT

30.1 All claims, disputes, and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by the making an acceptance of final payment as provided by

Section 20, may be decided by arbitration if the parties mutually agree. Any agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgement may be entered upon it in any court having jurisdiction thereof.

30.2 Notice of the request for arbitration shall be filed in writing with the other party to the CONTRACT DOCUMENTS and a copy shall be filed with the ENGINEER. Request for arbitration shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations.

30.3 The CONTRACTOR will carry on the WORK and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

31. TAXES

31.1 The CONTRACTOR will pay all sales, consumer, use, and other similar taxes required by the laws of the place where the WORK is performed.

32. ENVIRONMENTAL REQUIREMENTS (Added 09-16-92, PN 191.)

The CONTRACTOR, when constructing a project involving trenching and/or other related earth excavation, shall comply with the following environmental constraints.

32.1 WETLANDS - The CONTRACTOR, when disposing of excess, spoil, or other construction materials on public or private property, WILL NOT FILL IN or otherwise CONVERT WETLANDS.

32.2 FLOODPLAINS - The CONTRACTOR, when disposing of excess, spoil, or other construction materials on public or private property, WILL NOT FILL IN or otherwise CONVERT 100 YEAR FLOODPLAIN areas delineated on the latest FEMA Floodplain Maps.

32.3 HISTORIC PRESERVATION - Any excavation by the Contractor that uncovers an historical or archaeological artifact shall be immediately reported to the PROJECT ENGINEER and a representative of the OWNER. Construction shall be temporarily halted pending the notification process and further directions issued by the OWNER after consultation with the State Historic Preservation Officer (SHPO).

32.4 ENDANGERED SPECIES - The CONTRACTOR shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the CONTRACTOR, the CONTRACTOR will immediately report this evidence to the PROJECT ENGINEER and a representative of the OWNER. Construction shall be temporarily halted pending the notification process and further directions issued by the OWNER after consultation with the U.S. Fish and Wildlife Service.

PART 4

**SUPPLEMENTAL
GENERAL CONDITIONS
(NOT APPLICABLE)**

PART 5

GENERAL CONSTRUCTION SPECIFICATIONS

PART 5

GENERAL CONSTRUCTION SPECIFICATIONS

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PART 5

GENERAL CONSTRUCTION SPECIFICATIONS

1. Foreword

The work specified to be done by the Contractor in the following sections under the "General Construction Specifications" is to be done at the expense of the Contractor and will not be measured in determining quantities for payment unless otherwise specified.

The unit and lump sum prices stated in the Contract hereto attached to be paid for work under the respective Items shall be full compensation for all work set forth herein under these General Construction Specifications.

2. Temporary Toilet Accommodations

The Contractor shall furnish, install and maintain ample sanitary facilities for the workmen; toilets shall be placed at the time work starts. These temporary toilet facilities shall be placed and maintained as required by the local health ordinances. He shall provide the necessary temporary enclosures to accommodate the toilets. The toilets shall be maintained in a sanitary condition and contents removed from premises as often as required.

3. Noise Prevention

The Contractor shall eliminate noise to as great an extent as possible at all times. Air compressors shall be equipped with silencers and the exhausts of all gasoline motors and other power equipment shall be provided with mufflers. In the vicinity of hospitals and schools special precautions shall be taken to avoid noise and other nuisance, and the Contractor shall require strict observance of all pertinent ordinances and regulations. Blasting, in such locations, shall be done with reduced charges.

4. Dust Prevention

The Contractor shall apply an approved dust preventative as necessary to avoid and eliminate dust complaints from nearby residents, the cost of which shall be included in the prices bid for the various parts of the work.

5. Smoke Prevention

A strict compliance with all ordinances regulating the production and emission of smoke will be required and the Contractor shall accept full responsibility for all damage

that may occur to property as a result of negligence in providing required control.

The Contractor will be held responsible for damage to any structures on the site due to emission of smoke and steam from his plant.

No burning of any kind will be permitted.

6. Temporary Heat

The Contractor shall provide such temporary heat as may be required to carry out all portions of the work and to prevent damage due to cold weather.

The Contractor shall, at his own expense, furnish, install, connect, operate and maintain all required temporary heating equipment, of an approved type, either gas or oil fired, with automatic safety devices and controls; properly vented to the outside of the building. He shall furnish and pay for all fuel, labor and material in connection with this temporary service.

The Contractor shall be responsible for all damage due to his failure to maintain required temperatures for any phase of construction, or improper use of equipment, and shall make good any damages which may result both direct and contingent.

7. Temporary Light and Electrical Power

The Contractor shall arrange and pay for separate temporary service necessary to provide temporary electric power used during construction and temporary electric lighting for all portions of the work. This cost includes any deposit(s) required on meters.

The Contractor shall make all necessary temporary electrical power installations, arrange for its distribution, continue its service throughout and remove same at the completion of the project. The Contractor shall pay for all costs incidental to installation and distribution, providing all necessary labor and materials.

The Contractor shall also provide continuous and adequate lighting meeting OSHA Standards for all phases of the project.

The temporary power service shall consist of a minimum size of one (1) 100 ampere fused NEMA 4 raintight switch rated for 115/230 volt, 1-phase, 3-wire. From the fused switch a 100 ampere 3 wire feeders is to run to a fused temporary distribution panel located either on a temporary pole or inside the Control Building and all power and lighting

circuits taken from this panel. Temporary power lines shall provide 120 volt, 20 amp. receptacles within 50 feet of any portion of the construction. All elements of the temporary electrical power shall conform to the NEC, Life Safety Code 101 and OSHA regulations.

8. Temporary Water

It shall be the Contractor's responsibility to obtain and pay for all water used in the construction progress. The Contractor may arrange for his water supply through the local water company or through any other means at this disposal.

9. Cutting, Fitting and Patching

The Contractor shall make all connections to existing facilities and shall do all cutting, fitting and/or patching of the existing pipes or work of other Contractors in order to make the several parts fit together as shown or reasonably implied by the plans and specifications.

Any damages caused by negligent or ill timed work shall be at the expense of the Contractor.

The Contractor shall not endanger any work by cutting, digging or otherwise, and shall not cut or alter the work of any other contractor without the consent of the Engineer or the Owner's authorized representative.

10. Cleaning Up

The Contractor shall at all times keep the premises free from accumulations of waste material, debris, rubbish, scrap, etc. caused by his employees or construction operations. Upon completion of the work, he shall systematically clean and make any needed repairs of the structures; remove all equipment, tools and surplus materials; leave the structures "broom clean", or its equivalent, and the premises in a neat and clean condition.

11. Engineer's Responsibility with Respect to OSHA

The Engineer in the performance of his duties under either General Supervision or Resident Inspection shall not be responsible for the initiation or compliance of the safety of construction methods or procedures unless in his opinion it concerns permanent installations or permanent equipment. The Engineer shall not be held responsible for the initiation or enforcement of any OSHA Standards. The Engineers responsibility, herein, lies solely in the design and inspection of permanent structures and permanently installed equipment.

12. Relation to Water Works Structures - NOT APPLICABLE

12.1 Relation to Water Main and Services

Horizontal Separation

Sewers shall be laid at least 10 feet horizontally from any existing or proposed water main. The distance shall be measured edge to edge. In cases where it is not practical to maintain a ten foot separation, the appropriate reviewing agency may allow deviation on a case-by-case basis, if supported by data from the Engineer. Such deviation may allow installation of the sewer closer to a water main, provided that the water main is in a separate trench or on an undisturbed earth shelf located on one side of the sewer and at an elevation so the bottom of the water main is at least 18 inches above the top of the sewer.

Crossings

Sewers crossing water mains shall be laid to provide a minimum vertical distance of 18 inches between the outside of the water main and the outside of the sewer. This shall be the case where the water main is either above or below the sewer. The crossing shall be arranged so that the sewer joints will be equidistant and as far as possible from the water main joints. Where a water main crosses under a sewer, adequate structural support shall be provided for the sewer to prevent damage to the water main.

Special Conditions

When it is impossible to obtain proper horizontal and vertical separation as stipulated above, the sewer shall be designed and constructed equal to water pipe, capped two (2) feet both sides of the interference with concrete and pressure tested to assure watertightness prior to backfilling all in accordance with the Detailed Specifications and Plan Sheet Details.

12.2 Payment for Necessary Changes

Whenever the Contractor observes the above conditions, he shall immediately notify the Engineer. If the sewer cannot be relocated to avoid such conflicts a change order will be initiated in accordance with the applicable sections of the General Conditions, unless the conflict is covered by the Detailed Specifications.

13. Buoyant Forces and Dewatering

Due to the possibility of a high ground water table within the limits of the project, all utility pipes and structures

may be subjected to a buoyant force during construction. The Contractor shall be responsible for any and all damages due to flotation prior to final acceptance of the work.

If ground water is encountered during construction, the Contractor shall provide and maintain sufficient equipment to drain the soil, to dispose of all water encountered, and to prevent saturated soil from flowing into excavations; and shall render such excavations firm and dry, until the sewers and structures to be built thereon are completed.

Once the construction of the sewer has been completed, the ground water shall not be allowed to rise more than two inches per hour. The Contractor shall be responsible for preventing flotation of all structures and pipes during construction.

The Contractor shall assume all responsibility for claims resulting from damage to any land, wells, structures or improvements due to his dewatering operations.

14. As Built Drawings

The Contractor shall keep one (1) copy of all project specifications, plans, addenda, modifications supplemental drawings, shop drawings and change orders at the project site in good order and annotated to show all changes made during the construction process. In addition, the Contractor shall keep one (1) set of "As-Built Drawings" for the Project. These As-Built Drawings will show all final elevations, all final dimensions and tie-downs for buried pipes, valves, fittings, structures, etc., all final dimensions and sizes for pipes and structures and all other information as necessary to constitute as-built records. These documents shall be kept daily by the Contractor and routinely checked by the Inspector for completeness and accuracy based on the Inspectors daily records and notes. It will be the Contractor's responsibility to furnish any and all information lost due to the Contractor's loss of these record drawings. In addition to other Contract requirements, retainage will be partially based on the Contractor's ability to maintain good as-built records, as determined by Engineer. Upon completion of the project or beneficial occupancy, whichever occurs first, these record "As-Built" drawings together with any other annotated supplemental plans, drawings, sketches, etc. shall be delivered to the Inspector for his final review and approval. If approved, the documents will be delivered to the Engineer for the Owner's record. If disapproved, they will be returned to the Contractor for corrections, as necessary.

15. Shop Drawings

Unless otherwise directed, the number of shop drawings to be submitted by the Contractor for the Engineer's approval shall be six (6), which upon approval will be distributed as

follows: three to be returned to Contractor and one each for Engineer's office, field Representative, and Owner.

16. Equipment Manuals - NOT APPLICABLE

The Contractor shall have the responsibility of furnishing four (4) sets of equipment manufacturers' operation and maintenance materials and manuals for use in the preparation of the Operation and Maintenance Manual. The O & M Manual must include the manufacturers manuals and sources of service and parts in compliance with Environmental Protection Agency requirements.

The material called for under this Section 16 shall not necessarily be considered a part of the Shop Drawing requirements as indicated in the General Conditions.

Every item of mechanical and electrical equipment will require an operation and maintenance manual printed or xeroxed in a legible manner and bound in a soft cover.

The above referenced material shall be furnished to the Engineer prior to the time at which construction is 50% complete.

17. Manufacturer's Service Representative - NOT APPLICABLE

The Contractor shall provide the services of qualified and technically trained representatives of the manufacturers of the principal Items of plant equipment, as necessary to supervise the installation of the equipment, supervise the start-up, and instruct the operation personnel in the operation and maintenance of the equipment.

These services shall be provided as part of the work under the applicable contract Items and no extra payment will be made by the Owner for any such services in connection with the installation, start-up, operation, and maintenance instructions relating to the equipment.

18. Adjustment and Operation of Systems - NOT APPLICABLE

When any work included in these specifications is completed, and prior to time of final inspection, the Contractor shall carefully adjust and place in operation all parts of the equipment, systems and electrical facilities, installed by him, and shall also assist in the adjustment of equipment and systems furnished by the Owner and installed by the Contractor. The Contractor shall make adjustment of equipment and systems furnished by the Owner and installed by the Contractor. The Contractor shall make adjustment of all automatic controls and safety devices, balance and adjust all air and water flow, make proper setting of all valves, and perform all other necessary operations to make the equipment, systems and electrical facilities fully operable and, where

required, be oiled and greased, and all grease cups, oilers, etc., shall be left filled.

Upon completion of this work, the Contractor shall notify the Engineer that all equipment, systems and electrical facilities are ready for final tests and inspection and shall cooperate with the Owner's representative in charge in conducting the tests and inspection.

At the time of final inspection, the Contractor shall be present or shall be represented by a person of authority. Major subcontractors also shall be represented. Each shall demonstrate that his work fully complies with the purpose and intent of the plans and specifications. All labor, all services, and all instruments or tools necessary for such demonstration and tests shall be provided by the Contractor.

19. Plan Notes

Where notes on the plans indicate that certain work, material and equipment is to be furnished as part of the work under a specified Item number, and the work, material and equipment is not included in the specifications; this work, material and equipment shall be included under the price specified for the contract item as though it were actually written in the specifications.

20. Field Office - NOT APPLICABLE

The Contractor shall provide at the beginning of construction and remove at the completion of construction, a field office with storage room for the exclusive use of the Engineer and/or his Field Representatives. The field office shall be of sufficient size for two (2) Inspectors and contain a storage area of approximately 10 ft². The field office shall be within 100 feet of the Contractor's offices and storage facilities.

The field office shall be furnished with a desk, chair, and sloped plan table for each Inspector and one (1) four (4) drawer steel filing cabinet. The office shall be heated and air-conditioned and include a telephone and telephone service. Ceiling lights and electrical plug-in duplex receptacles shall also be provided with the office.

During occupancy, the office shall be supplied with one (1) telephone, electric and janitorial services and shall be supplied with adequate, safe, dependable heat and air-conditioning. The telephone shall be of the cordless type with reception range of at least 700 feet. The Contractor shall not be responsible for long distance calls made on this field office telephone.

At completion of the contract, this temporary structure and all other temporary structures erected by the Contractor

shall become the property of the Contractor, and he shall remove them from the site at no expense to the Owner. The Contractor shall restore the site to a condition equal to that which existed before placement of the office.

The Contractor shall provide temporary parking and access for a minimum of two (2) vehicles at the Engineer's field office. The access and parking area shall be maintained with adequate aggregate base to permit safe and smooth entry and egress of vehicles and personnel.

21. Easements

A. Rights in Easements

The Contractor has the right, during construction to use the property shown as Easement and Temporary Construction Easement and the right of ingress and egress to and from these easements for construction of the sewers. However, the Contractor, prior to exercising this right, shall obtain permission of the landowner to travel over a mutually agreeable route.

Furthermore, the Contractor shall assume full responsibility for claims resulting from damage to any land or improvements used for ingress and egress to such easements.

It shall also be his responsibility to obtain, in writing, any additional rights he may require over the remaining property for his construction of the sewers and appurtenances.

B. Work in Easements

All work in easements shall be performed in accordance with the Specifications and the following special requirements:

The Contractor shall notify each property owner of his schedule to work in the easement on their property before he enters upon their property.

In the event the Contractor damages or destroys any septic tanks and/or laterals, sand filters, and dry wells as the result of his operations on private property, he shall handle the flow immediately, and thereafter until they are restored, and restore them to their original condition or as directed by the Engineer.

As a part of the project land acquisition phase, the Owner is responsible for securing all necessary permanent and temporary (construction) easements. For permanent easements only, the Owner has included in the easement purchase price the cost for all trees and/or shrubs that will be damaged or destroyed by

the proposed construction. For temporary (construction) easements, the Owner has not included the cost for damage in the price of the easement. Therefore, in temporary easements, the Contractor is responsible for replacing trees and/or shrubs damaged by him during construction at his own expense.

22. Construction Schedules

The Construction Schedule to be supplied by the Contractor per Section 3 of the General Conditions shall be of the bar chart type and containing the information per the General Conditions. The Construction Schedule shall be adjusted monthly, as necessary, to reflect current conditions. The Contractor shall request any increases in time due to abnormal weather conditions, strikes, etc. on a monthly basis and a time extension change order shall be processed accordingly.

The Construction Schedule should show a completion date that meets the constructions time allotted by the Contract Documents.

23. Notification by Contractor Prior to Construction

Sufficient notice shall be given by the Contractor to all utilities and property owners whose pipes, poles, tracks, wires, conduits or other structure may be affected by the work in order that they may protect, remove, adjust or rebuild them, or take such measures as they may desire to minimize inconvenience. He shall notify the local fire and law agencies twenty-four (24) hours in advance of the temporary blocking of any street. He shall also notify any effected water works utility and receive its authorized representative's approval before cutting into existing mains or shutting off main line services, except in case of emergency.

24. Traffic Control

The Contractor may close streets or roads to through traffic for minimum periods of time with proper notice to local occupants of all premises, police and fire protection authorities and other public authorities as applicable. The Contractor shall so schedule this work that this time is minimum and shall, whenever possible, make suitable provisions for access by local residents, school buses, police and fire emergency vehicles and mail delivery vehicles. The Contractor shall keep fire hydrants and other public utility valves accessible at all times.

At street or road crossings where the Contractor is permitted to open cut the trench, the crossing shall be completed, cleaned up, temporary pavement in place, and open to traffic within twenty-four (24) hours from the time the street or road is closed to through traffic, unless specific approval is

received from the authority having jurisdiction, for a longer period.

When it is required that a street or road be closed to traffic, the Contractor shall furnish, erect and maintain barricades, suitable and sufficient red lights and other lights or reflecting material at the limits of the Project.

Where side streets intersect and at other points of public access to the project, the Contractor shall furnish, erect and maintain advance warning signs and barricades to direct traffic from closed sections.

The Contractor shall furnish, erect and maintain detour marking signs on temporary routes, except where same may be furnished by the State or County Highway Departments.

Throughout construction, the Contractor shall furnish, erect and maintain such lights, signs and barricades as may be required for the protection of any local traffic permitted on the roadway.

Where the improvement is to be accomplished with traffic maintained, the Contractor shall furnish, erect and maintain lights, signs, barricades, temporary guard rails and other traffic control devices, watchmen and flagmen as may be necessary to maintain safe traffic conditions.

Systematically clean and make any needed repairs of the structures; remove all equipment, tools and surplus materials; leave the structures "broom clean", or its equivalent, and the premises in a neat and clean condition.

25. Safety and Health Requirements

The successful bidder shall be responsible for all obligations prescribed as employer obligations under Chapter XVII of Title 29, Code of Federal Regulations for Construction, OSHA (PL 91-596) and the Contract Work Hours and Safety Standards (PL 91-54).

26. Permits

The Contractor shall provide and display any and all Building Permits required by county, township, and/or Board prior to the start of construction.

PART 6

WORKMANSHIP AND MATERIALS

PART 6

WORKMANSHIP AND MATERIALS SPECIFICATIONS

WEST BOGGS LAKE ENHANCEMENT DESIGN PROJECT

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WORKMANSHIP AND MATERIALS SPECIFICATIONS

(SECTION WM 1)

GENERAL

The following specifications for Workmanship and Materials are of general application, and are to be used with the Detailed Specifications and drawings as far as applicable.

The Sections of the Workmanship and Materials Specifications shall accompany or be attached to each set of the Detailed Specifications. Additional Sections of Workmanship and Materials Specifications, other than those listed, may be included as a part of the contract documents attached to the listed Sections.

Materials for which no detailed specifications are given herein or under the Detailed Specifications shall in general conform to the physical characteristics and methods of treatment as set forth in the latest specifications of the American Society for Testing Materials insofar as they may apply, and shall be of the quality and character best adapted to the purpose for which they are to be used. No material shall be used for any purpose unless the material has previously been in use for a like purpose for a sufficient length of time to demonstrate the materials' satisfactory use.

All materials and equipment to be provided by the Contractor under this contract shall be new, unless otherwise specified. Any equipment offered shall be new and of a make and type which can be shown to have operated satisfactorily and continually in actual service for a sufficient length of time to demonstrate the equipment's success for the purpose for which the equipment is to be used.

(SECTION WM 2)

EXCAVATION

Description

The Contractor shall make all earth excavations required, to the widths and depths necessary for proper construction (and only to such widths and depths), for constructing according to the plans, all structures included in this contract. Earth shall mean all kinds of materials, wet and/or dry, excavated, or which are to be excavated, including rock, shale, hardpan, muck, quicksand, etc., unless provisions are made elsewhere in the contract documents for specified soil types.

Excavation shall include clearing the site for the work; the loosening, loading, removing, transporting, and disposing of all materials, wet or dry, necessary to be removed for purposes of construction; all sheeting and bracing; all draining, dewatering and pumping; backfilling of trenches, excavations and pits; earth borrow; the supporting of the excavations and structures (new and existing) above and below ground; the handling of water; and all incidental work.

General

Prior to commencing construction operations, the Contractor shall make all the provisions necessary to assure the protection of all existing improvements, both public and private. He shall protect trees, shrubs, plantings and grassed areas and shall make provisions for maintaining public travel in an acceptable manner.

Clearing

Preparatory to excavation, the site of all open cut excavations, embankments and fills shall be first cleared of obstructions and existing facilities (except those which must remain temporarily or permanently in service). On all public or private property where grants or easements have been obtained, and on the property of the Owner, the Contractor shall remove and keep separate the topsoil, and shall carefully replace it after the backfilling is completed.

Pavement Cutting

Prior to excavating paved areas all excavation edges falling within the pavement shall be saw cut in a neat straight manner. Cutting shall be performed with a saw designed specifically for this purpose. The cut shall penetrate the entire pavement thickness where possible. If the existing pavement is more than 6 inches thick then a cut of not less than 6 inch depth shall be made. Sawing equipment shall be submitted to the Engineer for approval before initial use.

When the approved cutting equipment makes a cut more than 1" wide the cutting shall precede the excavation no more than one block or 400 feet which ever is less. If pavement cuts (those less than 1 inch wide) are made in streets which are reopened to traffic prior to excavation then the cuts shall be thoroughly filled with sand and maintained full until the excavation is performed.

Protection of Existing Improvements

Before any excavation is started, adequate protection shall be provided for all lawns, trees, shrubs, landscape work, fences, sidewalks, hydrants, utility poles, street, alley and driveway paving, curbs, storm sewers, ditches, headwalls, catch basins, surface inlets and all other improvements that are to remain in place. Such protection shall be provided as long as necessary to prevent damage from the Contractor's operations. Shrubs, bushes, small trees and flowers, which have to be removed to permit excavation for the project, shall be protected and replanted or replaced when the backfill is complete unless otherwise directed by the Engineer.

The Contractor shall exercise every precaution to prevent damage to property within and outside the immediate vicinity of the work. He shall remove all debris and rock from the site and restore the ground surfaces, replace or repair all driveways, buildings, fences, retaining walls, culverts, drains, paving, sidewalks, etc., which are removed or damaged during construction.

Repair, restoration or replacement of any improvements damaged or removed outside of the work to be performed shall be the obligation of the Contractor at no additional cost to the Owner.

Protection of Trees and Shrubs

No existing trees or shrubs in street Right-of-Ways and easements shall be damaged or destroyed. Where branches of trees or shrubs interfere with the Contractor's operations, they shall be protected by tying back wherever possible. No limbs or branches shall be cut. If his operations will not permit saving certain trees, the Contractor shall be wholly responsible for satisfying all claims for restoration or restitution resulting from their damage or removal.

If small trees and shrubs are moved or pruned to permit more working space pruning shall be done in accordance with Home and Garden Bulletin No. 83, U.S. Department of Agriculture, "Pruning Shade Trees and Repairing Their Injuries." However, the Contractor shall obtain, in writing, the property owner's permission to move or prune trees or shrubs on his property.

Trees and shrubs damaged by the Contractor's operation shall be repaired in accordance with said Bulletin No. 83.

Payment for protecting trees and shrubs shall be the obligation of the Contractor at no additional cost to the Owner.

Maintenance of Public Travel

The CONTRACTOR shall carry on the WORK in a manner which will cause a minimum of interruption to traffic, and may close to through travel not more than two (2) consecutive blocks, including the cross street intersected. Where traffic must cross open trenches, the CONTRACTOR shall provide suitable bridges to street intersections and driveways. The CONTRACTOR shall post suitable signs indicating that a street is closed and necessary detour signs for the proper maintenance of traffic. Prior to closing of any streets the CONTRACTOR shall notify responsible municipal authorities.

Utility Interruption

The CONTRACTOR shall proceed with caution in the excavation and preparation of the trench or pit so that the exact location of underground structures may be determined. Prior to proceeding with trench excavation the CONTRACTOR shall contact all utility companies in the area to aid in locating their underground services.

The CONTRACTOR shall take all reasonable precautions against damage to existing utilities. However, in the event of a break in an existing water main, gas main, sewer or underground cable, he shall immediately notify the responsible official of the organization operating the utility interrupted. The CONTRACTOR shall lend all possible assistance in restoring services and shall assume all costs, charges, or claims connected with the interruption and repair of such services.

Construction in Easements

In easements across private property, the CONTRACTOR shall confine all operations in the easement area and shall be responsible and liable for all damage outside of the easement area. Trees, fences, shrubbery or other types of surface improvements located in easements will require protection during construction. Precautions shall be taken by adequate sheeting or other approved method to prevent any cave-in or subsidence beyond the easement limits or damage to improvements within the easement. In general, the easement area is intended to provide reasonable access and working area for efficient operation by the CONTRACTOR. Where easement space for efficient operation is not provided, the CONTRACTOR shall be responsible for organizing his operations to perform

within the restrictions shown on the plans. When requested, the OWNER shall furnish the CONTRACTOR a copy of the construction easements. Anytime the CONTRACTOR has to work outside of the easement area, he must obtain written permission from the property owner and furnish the ENGINEER with a copy.

Drainage

The Contractor shall make provisions for handling all flows in existing creeks, ditches, sewers and trenches by pipes, flumes or other approved methods at all times when his operations would, in any way, interfere with the natural functioning of said creeks, ditches, sewers and drains. The Contractor shall at all times during construction provide and maintain sufficient equipment for the disposal of all water which enters the excavation, both in open cut trenches and in tunnels, to render such excavation firm and dry, until the structures to be built thereon are completed.

Pipe underdrains, well point systems, deep well pumps or other suitable equipment and methods shall be used to keep all excavations firm and dry, at no additional cost to the Owner unless otherwise provided in the Proposal.

Disposal of Unsuitable Materials

Excavated materials which are either surplus and not required or are unsuitable for backfilling shall be removed from the site of operations as soon as excavated. All excavated materials so removed shall be disposed of, at no additional cost to the Owner, on privately owned property for which the Contractor has made prior arrangements. The Contractor is responsible for the restoration of areas within Public Right-of-Ways bordering properties for which the Contractor has a dump permit or release.

The Contractor is to provide the Engineer with a copy of the said permit, stating the condition in which the Property Owner will accept the spoil materials.

Storage of Suitable Materials

Excavated materials suitable and required for immediate backfill, shall be stored in neat piles adjacent to the excavation in a manner so as to interfere as little as possible with traffic, but shall not be placed at such heights above or closeness to the sidewalls of the excavation to endanger such operations due to slides or cave-ins. Fire hydrants under pressure, valve pit covers, valve boxes, curb stop boxes, or other utility controls within Right-of-Ways shall be left unobstructed and accessible until the WORK is completed.

Excavated materials suitable for use as backfill, fill and embankments but not needed immediately shall be transported to a location approved by the Engineer and stored at the contractors expense. Storage shall be on the owners property provided the site offers sufficient room without hindering the Work or the normal operation of the Owner's facilities. All weather access must be maintained to all operating facilities on the site at no additional expense to the Owner. Gutters and catch basins shall be kept clear or other satisfactory provisions made for drainage. Natural watercourses shall not be obstructed.

Open Cut Excavation

Open cut excavation, either in earth or rock, shall be safely supported and of sufficient width and depth (and only to such width and depth) to provide adequate room for the construction or installation of the work to the lines, grades and dimensions shown on the Plans.

Trench Dimensions

The bottom width of the trench at and below the top of the pipe and inside the sheeting and bracing, if used, shall not exceed the recommendations as contained in the applicable ASTM Standard for the pipe being used.

Trench sheeting and bracing or a trench shield or box shall be used as required by the rules and regulations of OSHA. The bottom of the trench shall still meet the above standards.

If the trench widths are exceeded without the written permission of the Engineer, the pipe shall be installed with a concrete cradle or with concrete encasement or other ASTM approved methods as approved by the Engineer and at no additional cost to the Owner.

Excavations With Sloping Sides, Limited

The Contractor may, at his option, where working conditions and right of way permit (as determined by the Engineer), excavate pipe line trenches and pits for structures with sloping sides, but with the following limitations:

- (1) In general, only braces and vertical trenches will be permitted in traveled streets, alleys, narrow easements and for pit excavations more than 10 feet deep.
- (2) Where pipe line trenches with sloping sides are permitted, the slopes shall not extend below the top of the pipe, and trench excavations below this point shall be made with near-vertical sides with widths not exceeding those specified herein before.

- (3) Slopes shall conform to all OSHA regulations.
- (4) When pit excavations with sloping sides are permitted, the Contractor shall assume full responsibility for all costs incurred to backfill the larger excavation in accordance with the Contract Documents including furnishing materials if adequate quantities of suitable materials are not available from those excavated on the site.

Sheeting and Bracing

The Contractor shall furnish, place and maintain adequate sheeting and bracing as may be required to support the sides of the excavation and prevent any movements of earth which could, in any way; diminish the width of the excavation to less than that necessary for proper construction; cause damage to the pipe or structure being constructed or to adjacent structures, utilities, pavements or walks; cause injury to workmen or others through movement of the adjacent earth banks; or to otherwise damage or delay the work.

- A. Materials: Sheeting may be of wood or steel and shall be of adequate strength for the excavation, subject to the approval of the Engineer, who shall have the right to order the Contractor to furnish heavier sheeting than that being used or proposed to be used by the Contractor, at no additional cost to the Owner.
- B. Additional Supports: If the Engineer is of the opinion that sufficient or proper supports have not been provided at any location, he may order additional supports installed at the expense of the Contractor, and the compliance with such orders shall not relieve or release the Contractor from his responsibility for adequately supporting the sides of the excavation.
- C. Methods: Wherever possible, the sheeting and bracing shall be driven ahead of the excavation to avoid loss of material from behind the sheeting. If it is necessary to excavate below the sheeting, care shall be taken to avoid trimming behind the face along which the sheeting will be driven. Care shall be taken to prevent voids outside the sheeting; but, if voids develop, they shall be immediately filled with selected sandy materials and compacted by flushing and jetting with water or as directed by the Engineer. Where drop inlets or stacks are constructed, the excavation shall be offset, as required, without additional compensation.
- D. Left in Place: The engineer may order sheeting and bracing to be left in place at locations other than shown

by the Plans. Sheeting left in place may be ordered to be cut off at any specified elevation, but in no case shall it be left in the ground above an elevation eighteen (18) inches below the existing or proposed surface of the ground. All voids created by the cutting off of the sheeting to be left in place shall be immediately filled with selected sandy materials and compacted by flushing and jetting with water or as directed by the Engineer.

Sheeting and bracing left in place in open cut trenches as shown on the Plans or as ordered by the Engineer shall be paid for only in accordance with applicable provisions of the Contract Documents.

If the Contractor elects not to remove certain sheeting and bracing, he will not be paid additionally for such sheeting and bracing left in place.

- E. Not Left In Place: All sheeting and bracing not to be left in place shall be carefully removed (after the backfill is complete) so as not to endanger the pipes and other structures. All voids created by withdrawal of the sheeting shall be immediately filled with selected sandy materials and compacted by flushing and jetting with water or as approved by the Engineer.
- F. All sheeting and shoring is to be done in accordance with the Occupational Safety and Health Standards 40 CFR Part 1926 Subpart P, Excavation.

Earth Excavation

Earth materials shall be excavated so that the open cuts conform with the lines, grades and dimensions shown on the drawings.

- A. Unsuitable Foundation: When the bottom of the excavation is unsuitable as a foundation, it shall be excavated below grade and then refilled with concrete or crushed stone to the grade as the Engineer may direct. The crushed stone refill shall be mechanically compacted in six (6) inch layers or as directed by the Engineer. Such authorized work shall be paid for as set forth under the appropriate Item of the Proposal or the Change Order. This provision shall not relieve the Contractor of his obligation to dewater the excavation at no additional expense to the Owner.
- B. Unauthorized Excavation: Unauthorized excavation below grade shall be filled with crushed stone or concrete and compacted as ordered and directed by the Engineer at no additional cost to the Owner.
- C. Excavated Earth For Backfill: Excavated earth materials may be used for backfill subject to the approval of the Engineer, and

the Contract Documents. Such material may be used only where its class is allowed. For example: Excavated material conforming to "Class II" description may be used where "Class II" material is required. When the Contract provides a unit price payment for classified backfill or fill material, excavated materials may qualify for such payment only if it is transported to another location for installation or temporary storage. The Contractor shall not transport the material solely to qualify it for such payments.

Rock Excavation

Rock shall be defined as follows: Boulders measuring one-half (1/2) cubic yard or more in volume; rock material in ledges, bedded deposits, unstratified masses and conglomerate deposits so firmly cemented that they possess the characteristics of solid rock that cannot be removed without systematic drilling and blasting; and concrete and masonry structures, except sidewalks and paving. Pockets or seams of earth or clay less than four (4) inches in thickness, occurring below or between solid ledges of rock, shall be considered rock.

When rock is encountered in open cut excavation, it shall be removed by drilling, blasting, digging or other approved methods so that open cut trenches conform with the lines, grades and dimensions shown on the Plans.

- A. Explosives: The Contractor shall comply with all Federal, State and Local laws, rules, regulations, insurance and ordinances governing the transportation, storage, use and permits for explosives.
- B. Description: Solid rock excavation shall consist of the necessary excavation and satisfactory disposal of all rock in place which can not be removed from its original position without the use of explosives, or with a modern power shovel of not less than three-quarter (3/4) cubic yard capacity, properly used, having adequate power and in good running condition, or other equivalent powered equipment. The excavation shall also include all loose stone or boulders necessary to be removed which have a volume of one-half (1/2) cubic yard or more. Boulders of less than one-half (1/2) cubic yard in volume shall not be classed as rock excavation.
- C. Safety Precautions: When blasting is required for the removal of rock, every precaution shall be used for the protection of persons and private and public property. Each blast shall be well covered with mats or other suitable means to confine the rock fragments within the excavation. At the discretion of the Engineer, he may order an evaluation survey of properties within the blasting zone. Only the minimum amounts of explosives shall be used; no excessive charges will be permitted. Except with written permission and approval of the Engineer, no blasting of rock will be permitted at nights or on Sundays.

- D. Blasting Methods: The method of blasting will be as determined by the Contractor, subject to the approval of the Engineer prior to construction. Blasting shall be performed at a safe distance ahead of the installation of the pipe and structures to prevent damage to them as the work progresses. Blasting of rock for property service connections, T-branches, Y-branches, and stubs shall be performed at the same time as the pipe trench blasting. The rock at the ends of all pipes, branches, stubs and property service connections, shall be shattered by continuing the drilling and blasting operations six (6) feet beyond the end of the pipe, branch, stub or property service connection.

Sufficient dynamite shall be used to shatter the rock for future excavation, as may be determined and ordered by the Engineer.

The blasting of rock under existing paving prior to uncovering the rock will be permitted, provided, the Contractor assumes full responsibility for all damage to the existing paving; however, the Owner reserves the right to require the uncovering of rock prior to blasting if blasting without uncovering proves unsatisfactory.

If the Contractor chooses to blast rock under paving without uncovering the rock, he shall immediately repair humps in the paving which create a traffic hazard, as determined by the Engineer; and, all distortions outside the limits of the trench caused by this method of blasting shall later be removed and replaced as part of the paving restoration, as directed by the Engineer. The Contractor is fully responsible for all damages that occur.

- E. Repairs of Damage: In case injury occurs to any portion of the work, or to the material surrounding or supporting the same, through blasting the Contractor at his own expense shall remove such injured work and shall rebuild said work and shall replace the material surrounding or supporting the same, or shall furnish such material and perform such work of repairs or replacements as are necessary for satisfactory restoration. Any damage whatever to any existing structure due to blasting shall be promptly, completely and satisfactorily repaired by the Contractor at his own expense.

Boring and Jacking

Construction of the pipeline by boring and jacking methods will be permitted unless otherwise specified on the plans.

Backstop: The backstop shall be of sufficient strength and positioned to support the thrust of the boring equipment without incurring any vertical or horizontal displacement during such boring operations.

Guide Rails: The guide rails for the boring equipment may be of either timber or steel. They shall be laid accurately to line and grade and maintained in this position until completion of the boring operations.

Casing Pipe: Steel casing pipe shall be new, conform to ASTM A 139 and shall be of the size (diameter) shown on the plans. The lengths of pipe shall be welded as they are installed. Where lengths of casing pipe are joined during the boring operations, care shall be taken to insure that the proper line and grade is maintained.

The minimum wall thickness for casing pipes under highways, railroads and streams shall be 0.375 inches. Steel shall be Grade B under railroads and Grade A at all other locations.

Removal of Water

The Contractor shall at all times during construction provide and maintain ample means and devices with which to promptly remove and properly dispose of all water entering the excavations or other parts of the work and shall keep said excavations dry until the structures to be built therein are completed. No masonry shall be laid in water nor shall water be allowed to rise over masonry, until the concrete and mortar have attained a sufficient and satisfactory set. In no event shall concrete be placed in water, nor shall water be allowed in the excavation, which may set up unequal pressures in the concrete, until the concrete has set at least twenty-four (24) hours and any danger of flotation has been removed.

In order to provide a dry foundation, the Contractor, if required by the Engineers, shall pre-drain all wet material (except hardpan or rock) by lowering the ground water to a depth of at least one (1) foot below the deepest point of subgrade. The work of pre-draining shall be done by the use of a well point system, or by any other method approved by the Engineer that will permit the construction work to be carried on under dry foundation conditions. All discharge water shall be piped to the nearest point of disposal in order to prevent such water from again entering the excavation. Any method or system that may be used to lower the ground water shall be kept in operation continuously unless otherwise permitted. The Engineer's approval of the proposed system shall not relieve the Contractor from the responsibility of providing and maintaining dry excavations as required.

The Contractor shall dispose of water from the work in a suitable manner without damage to adjacent property or piping. No water shall be drained into work built or under construction unless the consent of the Engineers is first obtained.

All removal and handling of water required to maintain dry trenches or other excavations for the construction of sewers, water mains, or other structures in the dry, shall be at the expense of the Contractor.

(SECTION WM 3)

BACKFILL
FILLS AND EMBANKMENTS

Description

All trenches or excavations shall be backfilled to the original surface of the ground or such other grades as shown or directed. In general the backfilling shall be carried along as speedily as possible and as soon as the concrete, mortar, and/or other masonry work and pipe joints have sufficient strength to resist the imposed load without damage.

Backfill Materials

The following materials shall be used for backfill in accordance with and in the manner indicated by the requirements specified herein.

- Class I - Angular, 6 to 40 mm (1/4 to 1 1/2 inch), graded stone such as crushed stone.
- Class II - Coarse sands and gravel with maximum particle size of 40 mm (1 1/2 inch), including various grades of sands and gravel containing small percentages of fines, generally granular and non-cohesive, either wet or dry. Soil types GW, GP, SW and SP are included in this class.
- Class III - Fine sand and clayey gravel including fine sands, sand-clay mixtures and gravel-clay mixtures. Soil types GM, GC, SM and SC are included in this class.
- Class IV - Silt, silty clays and clays, including inorganic clays and silts of medium to high plasticity and liquid limits. Soil types MH, ML, CH and CL are included in this class. These materials are not recommended for bedding. This class shall also include any excavated material free from rock (3 inches and larger), concrete, roots, stumps, rubbish, frozen material and other similar articles whose presence in the backfill would cause excessive settlement.

Backfill of Trench Excavations for Pipes and Conduits

Bedding and Backfill materials samples shall be submitted to the Engineer prior to start of construction. Approved samples shall be kept at the Engineer's field office. Materials differing significantly from these samples shall not be used without written authorization from the Engineer.

Bedding

Rigid Pipe and Conduit Bedding

For purposes of this specification, rigid pipe and conduits shall include those made of steel, ductile iron, cast iron, concrete, VCP, PVC/ABS Truss and other materials as determined by the Engineer.

All rigid conduit and pipe shall be laid to the lines and grades shown on the plans, unless otherwise directed by the Engineer. All rigid conduit and pipe shall be bedded in compacted Class I or II material, placed on a flat trench bottom. The bedding shall have a minimum thickness of 4" or one-fourth (1/4) the outside pipe diameter below the pipe and shall extend halfway up the pipe barrel at the sides. All material shall be placed in the trench in approximately six (6) inch layers. Each layer, shall be leveled and evenly distributed on both sides of the pipe so as not to disturb, displace or damage the pipe and shall be thoroughly compacted. When Class I or II materials is used compaction may be accomplished by hand or mechanical tamping or by "walking" the material in. Bedding from the halfway point on the pipe to a point twelve (12) inches above the top of the pipe shall be a Class I, II, III, or IV material placed in six (6) inch layers and thoroughly compacted to prevent settlement. Class III and IV material shall not be used when the trench is located in an area subject to vehicular traffic.

Flexible and Semirigid Conduit Bedding

For purposes of this specification, flexible and semirigid conduits and pipes shall include those made of PVC, PE, FRP, and other materials as determined by the Engineer.

All flexible and semirigid pipe shall be laid to the lines and grades shown on the plans, unless otherwise directed by the Engineer. All flexible and semirigid conduit shall be bedded in compacted Class I or Class II material, placed on a flat trench bottom. The bedding shall have a minimum 4" thickness or one-fourth (1/4) the outside pipe diameter below the pipe and shall extend to twelve (12) inches above the top of the pipe level the full width of the trench. All material shall be placed in the trench in a maximum of six (6) inch layers (before compaction). Each layer, shall be leveled and evenly distributed on both sides of the pipe so as not to disturb, displace or damage the pipe and shall be adequately compacted. When Class I materials are used compaction may be accomplished by hand or mechanical tamping or by "walking" the material in. When Class II materials are used compaction shall be accomplished only by hand or mechanical tamping to a minimum eighty-five percent (85%) Standard Proctor Density.

When flexible conduit installation represents more than 10% of the total base bid, the Pipe or conduit manufacturer shall

examine the proposed bedding materials samples and certify the suitability of same for use with his product in accordance with these specifications. In the event the manufacturer recommends an alternate bedding procedure the Contractor shall include with his pipe submittal a complete cost evaluation for installing the bedding as recommended and as required by these specifications. All cost savings shall be given the Owner by adjusting the Contract amount accordingly by Change Order. More expensive procedures shall not be acceptable unless the Contractor agrees to bear all additional costs.

Backfill Above Pipe

Method A - Backfill in Areas Not Subject to Vehicular Traffic

For purposes of this specification, trenches shall be considered subject to vehicular traffic if all or any portion of the excavation is located within four (4) feet of a roadway or alley which is routinely traveled by powered vehicles. In the event of any question regarding the susceptibility of an area to traffic, the Engineer's decision shall govern.

The trench between a level twelve (12) inches above the top of the pipe and the ground surface shall be backfilled with Class I, II, III or IV materials, as described above, deposited with mechanical equipment in such a manner that it will "flow" onto the bedding and not free fall. The Contractor shall consolidate the backfill by the back and forth travel of a suitable roller, wheeled device or other similar heavy equipment until no further settlement is obtained. Heavy equipment shall not be used until there is a cover of not less than three (3) feet over the pipes. To assist in promoting maximum settlement, the surface of the trench shall be left in a slightly rounded condition. Periodical dressing of the backfill in the trench to promote the drainage and safety conditions shall be made during the course of the contract as required or ordered by the Engineer.

Method B - Backfill in Areas Subject to Vehicular Traffic (Mechanical Compaction)

The trench between a level of twelve (12) inches above the top of the pipe and the surface, which are located in areas subject to or possibly subject to vehicular traffic, shall be backfilled with Class I or II materials, deposited in uniform horizontal layers of two (2) feet +/- six (6) inches. Each layer shall be thoroughly compacted by mechanical tamping utilizing a crane mounted hydraulic vibratory compactors. Each layer shall be thoroughly compacted before the next succeeding layer is placed. This procedure shall be followed where trench walls remain stable during compaction. If in the opinion of the Engineer and/or his representative (inspector), the trench walls become unstable during compaction, then the Engineer and/or his representative (inspector) may authorize the Contractor to push from the back of the trench the Class I or

II material into the trench the full depth, not to exceed twenty (20) lineal feet horizontally along the trench bottom and compact using the vibratory compactor in two (2) foot diagonal lifts.

The crane mounted vibratory compactors shall be capable of producing 1900 cycles per minute and have a compaction plate with the minimum dimensions of twenty-three by thirty-one (23 x 31) inches. The compactor shall be similar to those as manufactured by Allied, Ho-Pac, or equal.

When Class I or II materials do not contain sufficient moisture to obtain proper compaction, in the opinion of the Engineer and/or his representative, it shall be moistened or wetted as directed by the Engineer and/or his representative.

Granular backfill materials shall terminate at a point below finished grade sufficient to allow placement of the permanent surface materials. For portions of the surface subject to vehicular traffic, the remaining trench shall be filled with compacted aggregate base material, shaped, graded and compacted with a ten (10) ton roller. Where the permanent surface is asphalt or concrete the aggregate base thickness shall be the specified thickness of the pavement material plus six (6) inches. Where temporary cold mixed asphalt pavement is specified the compacted aggregate materials shall be stopped at required grade to accommodate the temporary pavement. Where the permanent surface is compacted aggregate the layer shall be eight (8) inches thick. In either case, the Contractor shall maintain the surface daily until the permanent pavement is placed.

For portions of the trench surface not subject to traffic the backfill material shall end eight (8) inches below the finished grade. This eight (8) inch depth shall be filled with good top soil and seeded in accordance with these Specifications. Existing top soil and sod may be used if properly separated and preserved.

The compacted aggregate base materials shall conform with the Indiana State Highway Department Standard Specifications, latest edition, for compacted Aggregate Base. In the event that suitable aggregate material, which conforms to the above specification is obtainable from the trench excavations and can be satisfactorily segregated, the Contractor may elect to use the material in lieu of purchased materials.

Density testing of the above backfilled trenches shall be the responsibility of the Contractor and shall be performed at no additional cost to the Owner. Testing shall be performed by an approved commercial testing laboratory. All backfill placed under this Method B shall be tested in accordance with AASHTO-T-99. Density testing shall be performed immediately prior to permanent pavement replacement and after the upper level of the compacted aggregate base or temporary pavement

is removed to allow paving. When backfill has been placed using vibratory compaction, testing shall be made at the exposed surface one (1) time per location and not less than one (1) test per four hundred (400) feet. All test locations shall be determined by the Engineer. Should the results of the density test show a compaction of less than ninety-five percent (95%) Standard Proctor Density, the area(s) represented by such test shall be immediately recompacted using METHOD C as specified, and at no additional cost to the Owner.

Method C - Backfill in Areas Subject to Vehicular Traffic (Jetting and Watersoaking)

In lieu of the Mechanical Compaction described in Method B above, the Contractor may compact the Class I or II materials by jetting and watersoaking in the manner described below. Except for compaction procedures of the Class I or II materials, all provisions of Method B described above shall apply to this Method C. The trench compaction shall be started at the point of lowest elevation of the trench and work up along the trench. Jetting and watersoaking shall not begin until the trench has been backfilled to within eight (8) inches of the finished surface. Jetting and water soaking is not allowed when the groundwater table is above the spring line of the pipe.

The holes through which water is injected into the backfill shall be centered over the trench backfill and at longitudinal intervals of not more than six (6) feet. Additional holes shall be provided if deemed necessary by the Engineer to secure adequate settlement. All holes shall be jetted and shall be carried to a point one (1) foot above the top of the pipe. Drilling the holes by means of augers or other mechanical means will not be permitted. Care shall be taken in jetting so as to prevent contact with, or any disturbance of the pipe.

The water shall be injected at a pressure and rate just sufficient to sink the holes at a moderate rate. After a hole has been jetted to the required depth, the water shall continue to be injected until it begins to overflow the surface. The Contractor shall, at his own expense, bore test holes at such locations as the Engineer may designate in order to determine the effectiveness of the water soaking. An approved soil auger shall be used for boring test holes. As soon as the jetting and watersoaking has been completed, all holes shall be filled with soil and compacted. Surface depressions resulting from backfill subsidence caused by jetting and watersoaking shall be filled and recompacted by tamping or rolling to the satisfaction of the Engineer.

The Contractor shall provide all piping, fittings, etc., necessary to deliver the water along the site of the work and shall arrange with the Water Company for making the necessary taps and metering. All expenses incurred for installing the pipe and hose together with the cost of the water used shall be borne by the Contractor.

Temporary Surfaces Subject to Traffic

The Contractor shall open streets to traffic immediately after completing the backfill operation. He shall accomplish this by installing the compacted aggregate base immediately after granular backfill. When temporary asphalt pavement is required this shall also be installed immediately. The use of class II backfill as a temporary surface is specifically prohibited. When using Method C backfilling, the Contractor may elect to delay the jetting operation until just prior to installing the permanent pavement. This shall not relieve the Contractor from the responsibility of maintaining the temporary surface in accordance with these specifications.

Maintaining Trench Surfaces

All surface settlement of the backfill along trenches located beneath streets, roads, alleys, driveways and parking lots which are subject to traffic shall be kept filled level with or slightly above the original paved surface at all times with compacted aggregate base material until the permanent pavement is satisfactorily restored. When temporary asphalt pavement is used, depressions and "pot holes" shall be promptly filled with the temporary asphalt material. Special attention shall be given by the Contractor to the timely and proper maintenance, leveling and grading of the surface of all backfilled trenches, especially those subject to traffic and especially following rains. The surface of streets, roads and alleys shall be maintained smooth and free of ruts and water trapping depressions by periodic power blading, scarifying; and/or filling settled areas, ruts, pockets, or holes with compacted aggregate base material or temporary asphalt where used.

As a dust preventive, the Contractor shall apply, at his expense, calcium chloride over the surface of the compacted aggregate base in such amounts and at such times as are necessary to avoid or eliminate dust complaints from nearby residents. In event of any question regarding the existence or nonexistence of a dust nuisance, the Engineer's decision on the matter will govern. The material used shall be Regular Flake Calcium Chloride having a minimum chemical content of Calcium Chloride of seventy-seven percent (77%). Unless otherwise specified or ordered by the Engineer, the rate of application shall be one and one half (1 1/2) pounds per square yard of surface covered.

Wherever surface settlement is not important, unless otherwise specified or directed, the backfill shall be neatly rounded over the trench to a sufficient height to allow for settlement to grade after consolidation. Just prior to the completion of all work under the contract, any surface settlement below original ground surface shall be refilled in a satisfactory manner, and reseeded as specified if required.

Backfill Around Structures

For purposes of this specification, structures shall include but not be limited to footings, foundations, basements, grade beams, vaults, capsules, manholes, ducts, tanks, bridges, inlets, headwalls, anchors, and etc. Items specifically excluded from this definition of "structures" are pipe, conduits and their appurtenances except those listed herein.

The material for backfill around structures shall meet the requirements of Class I, II or III backfill materials, as defined on page WM 3 (1 of 8) under the paragraph entitled "Backfill Materials". Material removed from the project site may be used as long as it meets this criteria. Materials classified as Class IV, clay balls, debris, topsoil, frozen or excessively wet or dry materials, weak soils or muck and other similar detrimental materials will not be put in place as backfill around structures.

All excavations shall be backfilled to the original surface of the ground or such other grade as shown on the plans or directed by the ENGINEER. The backfilling shall be carried along as speedily as possible and as soon as the concrete, mortar and/or other masonry work and pipe joints have sufficient strength to resist the imposed load without damage. All appurtenances and attachments to structure walls shall be made and any wall coatings shall be in place and cured prior to backfilling at that elevation.

Prior to backfilling, all formwork and construction debris will be removed. Any frozen or wet subsoil will be thawed or dried and compacted or removed prior to receiving backfill. During cold seasons, grades receiving backfill will be protected from frost during the work progress.

Begin backfill at the lowest elevation in the excavation. Place backfill in even, level layers. The thickness of the layer shall not exceed 75% of the compaction equipment manufacturer's rating for the equipment used when compacting the type of soil being placed for backfill, i.e. Class I, II and/or III.

Density tests will be made by the contractor, as directed by the Engineer, at no additional cost to the Owner. The tests are to be performed as described below and will be required as necessary to determine that uniform compaction throughout the depth of the lift has been achieved. Where backfill is required on both sides of structure or around the entire structure, backfill and compaction shall be done simultaneously on both sides or around the structure.

The compaction equipment used for compacting backfill around structures shall be submitted for approval of the Engineer. In general, the equipment will be approved for use upon demonstration that it is capable of compacting the soil to the required density without damaging adjacent structures and appurtenances. Tread mounted equipment shall not be considered effective compacting equipment.

The Contractor shall provide, when necessary, equipment and materials to moisten or aerate excessively wet or dry backfill to maintain optimum moisture content (+/- 2%) for the soil type being placed.

Rainfall and/or groundwater trapped in the excavation during backfill operations shall be pumped out by the Contractor. Excessively wet soil or soil which has eroded into the excavation shall be removed or excavated and recompacted prior to placing additional backfill material.

The in-place density obtained by the backfill operations will be measured by an Engineer approved independent testing laboratory obtained and paid for by the Contractor at no additional cost to the Owner. The percent compaction will be determined by dividing the density measurement by the maximum density for the soil type being tested. The maximum density will be determined by the standard proctor test, ASTM D698. Test reports shall indicate the location and elevation of the test. Density testing shall be made at frequent intervals along the backfill layer, at the surface and at mid-depth as determined by the Engineer. All backfill shall be compacted to at least 95% of maximum density and the top two feet of backfill under areas subject to vehicular traffic shall be compacted to 98% of maximum density.

Openings in structures to receive pipe shall be temporarily plugged or bulkheaded during backfill operations. Backfill shall proceed to an elevation level with the invert of the pipe. The pipe shall then be bedded and backfilled in accordance with the applicable Detailed Specification and Workmanship and Materials Specifications. Backfill of pipe not in areas subject to vehicular traffic shall be with Class I, II or III materials and in areas subject to vehicular traffic with Class I or II materials only.

General Fill Areas

In areas where general site fill material is required and is not addressed in other parts of this section, Class IV material shall be acceptable. For general fill areas, fill materials shall be spread in layers not to exceed 8 inches when in a loose condition and be compacted to the satisfaction of the engineer by grading equipment.

(SECTION WM 4)

RESTORATION OF SURFACES

General

Restoration of surfaces shall include the removal of the existing surface, the disposal of the surplus material and the construction of new surfaces and adjusting all new and existing structures for proper grade prior to paving as indicated on the plans and/or as specified in these Specifications.

Restoration of Paved Surfaces

Restoration

After all excavations within the limits of paved surfaces have been properly backfilled and compacted in accordance with Sections WM 2 and WM 3 of these Specifications, the paved surfaces shall be restored to a condition as good as or better than existed prior to the beginning of the work, in accordance with the following specifications.

State Paved Surfaces: Highways, streets and roads constructed and/or maintained by the Indiana State Highway Department, which are wholly or partially removed, damaged or disturbed by the Contractor's operations shall be restored to a condition as good as or better than existed prior to the beginning of the work. Such restoration shall be performed in accordance with the pertinent specifications and standards of the Indiana State Highway Department, as applicable.

Other Paved Surfaces: Streets, alleys, sidewalks, driveways, curbs and gutters, not constructed or maintained by the State Highway Department, but paved with asphalt, concrete, cinders, crushed stone, waterbound macadam, oil-bound macadam, or heterogenous paving materials, which are wholly or partially removed, damaged, or disturbed by the Contractor's operations, shall be restored with like or better materials, acceptable to the Engineer, to a condition as good as or better than existed prior to the beginning of the work, so that movement of traffic, both vehicular and pedestrian, through the restored way shall be as free, safe and unimpeded as before.

Temporary Surface

Temporary trench surfaces shall be installed and maintained in accordance with section WM 3 Backfill, Fills and Embankments of this specification. This temporary surface shall be maintained by the Contractor until the permanent pavement is placed. Before placing permanent pavement, all or parts of the temporary surface shall be removed, as necessary, and hauled from the site of the work.

Temporary Pavement Replacement

Trench surfaces of highly traveled streets and roads may be designated to receive a temporary pavement replacement of cold mixed bituminous pavement. This temporary pavement shall be of the thickness specified or shown on the plans and shall be surface mixture Class A or B prepared and placed in accordance with Section 406 - Cold Mixed Bituminous Pavement of the latest edition of the Indiana State Highway Department Specifications. Prime and tack coats shall not be required. All temporary pavement shall be maintained by the Contractor to proper grade so as not to impede the safe flow of traffic until the permanent pavement replacement is made.

Permanent Paving

Permanent paved surfaces shall be restored in accordance with the following requirements, unless otherwise set forth in the plans, the Special Provisions or Detailed Specifications; however, in all cases, the methods and materials of restoration shall meet the requirements of the Indiana State Highway Department, as applicable.

Class "B" Concrete Pavement

Existing local streets, roads, alleys, driveways and parking areas consisting of concrete pavement shall be restored according to the following requirements.

Areas subjected to excavation or damage by the Contractor are to be replaced as a whole. Sidewalks to be replaced in complete sections, streets and driveways as complete sections or replaced with sections that coincide with the original pattern, and to the Owner's and/or Engineer's satisfaction.

Prior to placing concrete, the existing edges are to be saw-cut in a neat straight manner, sub-base compacted, wetted down and edges swept clean. The use of flexible joint material is required as needed. All chunks of existing material larger than three by three (3 x 3) inches are to be removed.

Class "B" concrete pavement shall consist of a cast in place, layer of Class A concrete as described in Section WM 5 - Concrete of these specifications with one (1) layer of woven wire fabric (6 x 6 - W1.4 x W1.4) meeting ASTM Designation 497. Except where specified differently in the Detailed Specifications or shown differently on the Plans the concrete layer shall be six (6) inches thick. All rigid concrete pavement work and materials shall meet the latest specifications of the Indiana State Highway Department.

Class "C" Asphalt Pavement

Existing local streets and roads consisting of asphalt paving shall be restored with binder and surface of the thickness specified and as follows:

Areas subject to Class C asphalt pavement replacement shall have the existing edges (those created by cutting prior to excavation) re-cut in a neat straight manner as to remove irregularities and damaged areas. Manholes, service line trenches and existing valve areas are to be boxed out in a neat manner. All cuts shall be parallel or perpendicular to the trench. Curved or diagonal cuts shall not be allowed. All chunks of existing material larger than three by three (3 x 3) inches are to be removed.

The aggregate base course, including the previously placed temporary surface or pavement, shall have the upper portions removed to allow placement of the binder and surface. After the base is cutback, it shall be re-compacted with a ten (10) ton roller or other suitable equipment if approved by the Engineer. Care shall be taken to assure that not less than six (6) inches of compacted aggregate base remains below the permanent pavement.

The binder course(s) shall consist of compacted Hot Asphaltic Concrete, Type A, Size No. 9 as defined by the latest edition of the Indiana State Highway Specifications. Compaction shall be accomplished with suitable smooth wheel rollers. Where multiple binder courses are specified or shown on the plans each course shall be thoroughly compacted before placing the next layer. Generally, conventional self-propelled rollers of not less than 10 tons gross weight shall be used. The Engineer may allow other specialized rollers for narrow trenches or lighter rollers with vibratory action. The Engineer shall consider alternate equipment only if Contractor requests same in writing and includes technical data on the specific equipment to be considered.

The Quantity and thickness of binder courses required shall be as specified or shown in the Detailed Specifications or Plans. In absence of such direction one (1) course shall be required, two (2) inches in thickness.

The surface course shall consist of compacted Hot Asphaltic Concrete Surface Type A, (Size No. 11 or 12)' as defined by the latest edition of the Indiana State Highway Specifications and placed in the same manner as described above for binder. The surface thickness shall be as specified or shown in the Detailed Specifications or Plans. In absence of such direction the thickness shall be one (1) inch.

Class "D" Asphalt Pavement

Existing State Highways consisting of asphalt paving shall be restored with base and surface of the thickness specified as follows.

Areas subject to Class D asphalt pavement replacement shall have the existing edges (those created by cutting prior to excavation) re-cut in a neat straight manner to remove irregularities and damaged areas. Manholes, service line trenches and existing valve areas are to be boxed out in a neat manner. All cuts shall be parallel or perpendicular to the trench. Curved or diagonal cuts shall not be allowed. All chunks of existing material larger than three by three (3 x 3) inches are to be removed. Upper portions of the previously installed compacted aggregate base including temporary surface or pavement shall be removed to allow placement of the base and surface. Care shall be taken to assure that not less than six (6) inches of compacted aggregate base remains below the pavement asphalt base.

The base course shall consist of four (4) - three (3) inch separately compacted layers of Bituminous Base (Size No. 4 or 5).

The surface course shall consist of one (1) inch of compacted Hot Asphaltic Concrete Surface (Size No. 11 or 12).

All Hot Asphaltic Concrete Binder and Surfaces Mixtures for Class "D" shall be prepared, placed, compacted, and finished in accordance with latest edition of the Indiana State Highway Department Specifications.

Double Chip and Seal

This work shall consist of two applications of bituminous material, each followed by an application of cover aggregate in accordance with these specifications.

Grade and roll the sub-base prior to application.

The first application shall consist of applying a liquid sealing asphalt at the rate of 0.50 gallons per square yard followed by application of aggregate (Size No. 8 or 9) at the rate of forty (40) pounds per square yard and rolled to seat the stone in the asphalt.

The second application shall consist of applying liquid sealing asphalt at the rate of 0.40 gallons per square yard then chipped with aggregate (Size No. 11) at the rate of twenty (20) pounds per square yard.

All work shall be in accordance with Section 407 of the Indiana State Highway Department Specifications.

Adjustments of Shoulders Necessitated by Resurfacing

The shoulders of the road shall be adjusted to the elevation of the resurfacing with all materials (i.e., earth, sod, gravel, crushed stone, asphalt, etc.) necessary. The transition may be made within a distance of one (1) foot to one and one-half (1 & 1/2) feet from the edge of paving except in unusual cases where a greater distance is required. Existing driveways shall be primed and wedged from a featheredge to the final height of the resurfaced street paving.

Restoration of Ground Surfaces

All ground surfaces in public Rights of Way, easements and on private property that have been damaged or destroyed by the Contractor's operations shall be restored in accordance with the following specifications. All surplus material, rock, trees, shrubs, concrete pipe, asphalt, crushed stone, etc., not to be used in the Contractor's restoration operations shall be removed from the site and disposed of in an acceptable manner.

Restoration of Grassed Areas with Sod

Where shown on the plans or required by the Detailed Specifications established grassed areas shall be restored with sod containing grasses of comparable quality. Sod shall be placed and rolled so that the final elevations of the area being restored are the same as existed prior to the beginning of construction. Sod shall be pegged where necessary, and shall be watered and cared for to assure its survival.

Restoration of Grassed Areas with Seed and Mulch

Where shown on the Plans and allowed by the Detailed Specifications the Contractor shall seed and mulch in one of the following manners as designated in the Detailed Specifications:

Bluegrass Seeding: The ground shall be loosened approximately three (3) inches deep with a disc or a harrow and fertilized with twenty-five (25) pounds of 10-10-10, or equivalent, and one hundred (100) pounds of agricultural lime per one thousand (1,000) square feet.

The mixture of seed applied shall be as follows:

65% Kentucky Bluegrass
25% Perennial Rye Grass (Lolium Perenne)
10% Red Top (Arrostis Alba)

The seed shall be applied at a rate of five (5) pounds per one thousand (1,000) square feet and shall be well raked or boarded into the soil and mulched with straw of sufficient thickness to hold the seed until it has germinated.

During those times of the year that seeding may be substituted for sodding, as directed or permitted by the Engineer, the seeding shall be as set forth above.

Rye or Fescue Seeding: The ground shall be loosened approximately three (3) inches deep with a disc or harrow; fertilized with twenty-five (25) pounds of 10-10-10, or equivalent, and one hundred (100) pounds of agricultural lime per one thousand (1,000) square feet, sown at a rate of seventy-five (75) pounds per acre with an approved grade of perennial rye or Kentucky No. 31 Fescue grass seed that will provide early growth during the season in which it is planted. The seed shall be well raked or boarded into the soil.

The time for application of the seed and fertilizer shall be at the discretion of the Engineer.

Mulching Material: Unless otherwise permitted by the Engineer, vegetable materials for mulching shall be wheat, oats, barley or rye straw only. All materials shall be reasonably free from weed seeds, foreign material, and other grasses and chaff, and shall contain no Johnson Grass. The straw shall be reasonably bright in color and shall not be musty, moldy, caked, or of otherwise low quality. The straw shall be dry on delivery, and spread evenly where necessary.

Unless otherwise specified, the bituminous material to be used for "tying down" straw mulch shall be a slow setting emulsified asphalt. The material shall be nontoxic to plants.

Mulch net may be used to hold mulch in place until turf is established. The net shall be made of a tightly twisted craft paper yarn, leno woven with a wrap count of one (1) pair of yarns per two (2) inches and a filling count of two (2) per inch. Salvage edges and center shall be reinforced with polyethylene filament. The material shall have a minimum width of forty-five (45) inches.

Clean Up

Before final acceptance of the work, the Contractor shall satisfactorily clean all areas within the limits of his operations including the street surfaces, walks, gutters, fences, lawns, private property and structures, leaving them

in as neat, clean and usable condition as originally found. He shall remove all machinery, tools, surplus materials, temporary buildings and other structures from the site of work. He shall also remove all organic matter and materials containing organic matter from all areas and places used by him during construction. All pipes, manholes, inlets, etc., shall be cleared of all scaffolding, sedimentation, debris, rubbish and dirt.

Where the Contractor's operations have resulted in filling existing ditches, clogging existing culverts, damaging existing bridges, ground surfaces, sidewalks, driveways, etc., the Contractor shall re-ditch, clean culverts, repair or replace bridges, ground surfaces, sidewalks, driveways, etc. so as to return them to a condition as good as or better than existed prior to the beginning of his operations.

The Contractor's cleanup operations, which include repair, restoration or replacement of ground surfaces and existing improvements and the removal of rock, shall be performed continuously during the construction operations.

SECTION WM21.1
STRUCTURAL STEEL

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The work under this Section consists of providing all labor, materials and equipment necessary or required for the complete fabrication and erection of all structural steel as detailed on the Structural Drawings and as specified herein. The work includes furnishing and installing the non-shrink grout beneath the structural steel.
- B. Related work specified elsewhere:
 - 1. Steel Joist Section WM21.2
 - 2. Steel Roof Deck Section WM21.3
 - 3. Miscellaneous and Metal and Aluminum Section WM22
 - 4. Painting Section WM32

Loose Lintels are furnished under Section WM22, Miscellaneous Metals.

- C. Work furnished but not installed: Anchor bolts and other embedded connection components.

1.02 QUALITY ASSURANCE

- A. The latest editions of the following standard specifications shall govern the fabrication and erection of the structural steel, except as modified by the design drawings or this specification:
 - 1. AISC "Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings".
 - 2. AISC: Code of Standard Practice for Steel Buildings and Bridges", except that Section 4.2.1 is specifically excluded.
 - 3. AISC "Specification for Structural Joints Using ASTM A325 or A490 Bolts".
 - 4. AWS "Structural Welding Code D1.1".
 - 5. Steel Structures Painting Council Specifications SSPC.
- B. All welders in both shop and field shall be certified under AWS "Standard Qualification Procedure" for the type or types of welding being performed and shall have been continuously engaged in such welding.
- C. Fabricator and erector shall have continuous business operation for at least 5 years and by evidence of past projects indicate capability of conducting work of a similar nature; have sufficient well maintained equipment to perform the work; maintain an adequate stockpile of materials; qualified labor to fabricate or erect without delay the materials required for this project.

1.03 SUBMITTALS

A. SHOP DRAWINGS

1. Shop Drawings shall be submitted to the Engineer for review. Shop Drawings shall include erection plans and framing elevations, all shop and erection details including copes, connections, threaded fasteners, and welds. No fabrication shall begin until shop drawings have been reviewed.
2. Provide setting drawings, templates and directions for installation of anchor bolts and other devices.

B. CERTIFICATIONS

1. Provide certification for all welders used in field and shop work.

C. TEST REPORTS

1. Submit all test reports regarding welding, bolting, and headed studs per Section 3.03.

1.04 PRODUCT HANDLING

- A. Exercise care in handling, storing and erection of structural steel to avoid damage to pieces, welds, joints and paint. Secure pieces against displacement in transit.
- B. Structural steel members which are stored at the job site shall be stored above ground on platforms, skids or other supports. Protect with weatherproof cover held in place.
- C. Clean members which have become soiled before erecting.
- D. Anchor bolts and other anchorage devices which are embedded in cast-in-place concrete shall be delivered to the project site in time to be installed before the start of concrete operations.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Steel Shapes, Bars and Plates: ASTM A36 unless noted otherwise on the Structural Drawings. High strength steel is designated on the Structural Drawings by using the yield point strength parenthetically as a suffix, thus (50), high strength steel shall conform to the requirements of ASTM A572.
- B. Structural steel tubing: ASTM A500, Grade B, $F_y = 46$ ksi.
- C. Structural steel pipe: ASTM A53, Type E or S, Grade B, $F_y = 35$ ksi or ASTM A501, $F_y = 36$ ksi.
- D. Connection bolts: ASTM A325N (bearing bolts).
- E. Anchor bolts: ASTM A36.

F. Drilled-in anchors (expansion bolts): KWIK-Bolt stud anchor by Hilti Fastening Systems (or approved equal).

G. Welding rods: AWS E70XX for A36 and Grade 50 steel.

H. Headed studs (used as anchor studs or as shear connectors): ASTM A108.

KSM Fastening Systems, Omark Industries
Nelson Stud Welding, TRW Nelson Division
Blue Arc Welding Studs, Erico Products

I. Deformed bar anchors: ASTM A496.

KSM Fastening Systems, Omark Industries
Nelson Stud Welding, TRW Nelson Division

The use of manually welded anchors, rods, bars, straps, or reinforcing bars is not acceptable as a substitute for headed studs or deformed bar anchors.

J. Malleable Iron Wedge Inserts: Hohman-Barnard (or approved equal).

K. Grout: non-metallic, non-shrink, high-strength grout (minimum 5000 psi compressive strength at 28 days).

Five Star
Kemset
Masterflow 713
Quikrete

L. Shop paint: Per Section WM21.1- 2.03.

2.02 FABRICATION

A. Fabricate structural steel in accordance with the AISC "Specifications for Design, Fabrication, and Erection of Structural Steel for Buildings" with the modifications and additional requirements specified in this Section.

B. Shop connections shall be welded or bolted with A325 bolts.

C. Use only low hydrogen electric arc electrodes. Manual welding shall be accomplished with shielded arc electrodes of E70XX series or the strength equivalent of flux cored arc weld. Submerged arc process welding shall be grade SAW-2.

D. Connections:

1. Unless otherwise noted, beam connections shall be simple connections.
2. The steel supplier shall design the connections for at least the reactions indicated on the framing plans, but never less than 50% of the total allowable uniform load on the span.

3. Connection angles shall be 5/16" in thickness (Minimum).
 4. Minimum connection strength shall not be less than that of two 3/4" diameter A325 bolts.
 5. Beam connections shall consist of double web angles unless detailed otherwise on the drawings.
- E. Welds shall be tested as outlined in Section 3.03. The correction of faulty welds shall be in accordance with AWS "Structural Welding Code D1.1".
- F. Steel members of different grades but of the same size and length shall be marked and detailed to prevent misplacement during erection. Varying connection gages between grades of steel is an acceptable means of prevention.
- 2.03 SHOP PAINTING
- A. Shop paint all structural steel except the following:
1. Contact surfaces in connections using high strength friction bolts,
 2. Surfaces to be field welded,
 3. Structural steel that will receive sprayed-on fire-proofing,
 4. Steel encased in concrete,
 5. Embedded steel items (surfaces in contact with concrete),
 6. The top surface of the top flange for all composite beams,
 7. Crane rails.
- B. Shop Primer:
1. Material: 37-77 Themec Primer or as specified in WM-32
 2. Volume solids: 55.0 ± minimum
 3. Shop primer shall be compatible with the specified finish paint.
- C. Surface Preparation:
1. SSPC - SP6 Commercial Blast Cleaning
- D. Application:
1. Structural steel shall receive one coat of shop paint except surfaces inaccessible after assembly shall receive a second coat.
 2. Dry film thickness: 2.0 mils minimum.
 3. Follow coating manufacturer's printed directions.

PART 3 - EXECUTION

3.01 ERECTION

- A. Erect in accordance with the AISC "Specifications for Design, Fabrication and Erection of Structural Steel for Buildings".

- B. Field connections shall be made using A325 high strength bolts, bearing type, except where welded connections are called for on the Drawings.
- C. Bolt Tightening:
 - 1. High Strength Bolts shall be "friction" type fasteners when used in the following connections.
 - a. Connections subjected to loosening.
 - b. Connections subject to fatigue due to vibrations.
 - c. Connections subject to stress reversals.
 - d. Wind bracing connections.
 - e. Fasteners in oversized, short or long slotted holes.
 - "Friction type fasteners shall be tensioned in accordance with Table 3 of the "Specification for Structural Joints using ASTM A325 or A490 Bolts". The contact surfaces in a "friction" type connection shall be left unpainted as noted in section 2.03, A, 1.
 - 2. High Strength bolts shall be designed as "bearing" type fasteners and tensioned in accordance with Table 3 of the "Specification for Structural Joints using ASTM A325 or A490 Bolts" when used in the following connections.
 - a. Connections subject to tension loads.
 - b. Column splices in structures over 100 feet in height.
 - c. Beam to Column connections in structures over 125 feet in height.
 - 3. High strength bolts that are not covered by sections 3.01, C, 1 & 2 shall be "bearing" type fasteners. These fasteners need only be tighten to a "snug-tight" condition. "Snug-tight" shall be as defined in the "Specification for Structural Joints using ASTM A325 or A490 Bolts".
 - 4. High strength bolts described by sections 3.01, C, 1 & 2 may be tightened by any method found acceptable by the "Specification for Structural Joints using ASTM A325 or A490 Bolts" unless otherwise noted on the drawings.
- D. Set all structural steel accurately to lines and grades. Connect temporarily with sufficient high strength bolts to insure complete safety of the structure until permanent connections are made. Erection tolerances shall be in accordance with the AISC Code of Standard Practice.
- E. Provide temporary guy lines, bracing, and shoring as required, to maintain stability and alignment until the entire system (including metal deck erection) is erected, permanently connected, braced and set.
- F. Any and all misfits shall be reported to the Engineer for resolution. Burning of new or unfair holes or cutting with a torch will not be permitted without the approval of the Engineer. Reamers, twist drills and saws shall be employed where burning is prohibited.
- G. Any member that has assumed a bend or buckle in its final position due to forced fit shall have one or both ends and

any intermediate connections unbolted and re-drilled or reamed to relieve such bowing to the satisfaction of the Engineer.

- H. No piece that has been bent, broken, twisted or otherwise damaged shall be incorporated into the work. Such pieces shall be repaired or corrected on the ground to the satisfaction of the Engineer or replaced with a new piece. Failure to observe this will be cause for rejection of the piece in place.
 - I. Prior to the erection of any steel, the Contractor shall verify the location, elevation and plumbness of all anchor bolts and concrete surfaces. The Contractor shall report immediately to the Engineer in writing any condition which he finds unacceptable or that would prevent erection of the structural steel within AISC tolerance for plumbness and elevation. The Contractor shall be responsible for all corrections, and all corrections shall be made in a manner acceptable to the Engineer.
 - J. The erector shall acquaint himself with all conditions at the site which can affect his methods and sequence of operations. Abide by Owner's regulations concerning traffic, parking and construction material delivery.
 - K. FIELD TOUCH-UP BY STEEL ERECTOR: Field bolts, field welds and abrasions to the shop coat shall be repaired and painted by the structural steel erector using the same paint and care as for shop coat. All such surfaces shall be washed with a suitable degreasing solvent. This contractor shall also remove any and all accumulations of mud, clay, rust, scale, grease, etc. that have been acquired, for any reason, during shipment, storage and erection and the shop coat restored to its original condition.
 - L. Sub base (levelling) plates under column base plates will not be permitted.
 - M. Install headed studs using manufacturer approved equipment in accordance with the manufacturer's instructions.
 - N. Furnish all anchor bolts for anchorage of structural steel at an advance date for incorporation into the concrete foundation by others. Provide heavy hex nuts and washers for each bolt. Anchor bolts shall not be installed until shop drawings have been reviewed.
 - O. Observe all federal, state and local laws and area trade rules in the erection and handling of structural steel.
- 3.02 CLEANING UP
- A. Upon completion of erection, promptly remove all tools, equipment and rubbish caused by or resulting from the erection work.

3.03 TESTING

- A. All testing shall be by a testing agency approved by the Engineer, performed by registered/qualified technicians. The Contractor will employ the testing agency.
- B. Test shop and field welds as indicated below:
 - 1. All complete penetration welds shall be tested for 100% of the total weld length using ultrasonic testing apparatus.
 - 2. All partial penetration welds shall be tested for 50% of the total weld length using the magnetic particle method.
 - 3. 20% of all fillet welds shall be tested using the magnetic particle method.
 - 4. All welds shall be visually inspected.
- C. Inspect and test bolted connections; (see Section WM21.1, 3.01C). A minimum of 10 per cent of the bolts (and no less than 2 bolts in each connection) that are tightened per paragraph 3.01C, 2 shall be tested.
- D. Inspect and test headed anchor studs and shear connector studs in accordance with the provisions for quality control of shear connectors, "Structural Welding Code", AWS D1.1.
- E. Test reports shall be prepared by the testing agency giving the following:
 - 1. The type and location of test conducted.
 - 2. The test results.
 - 3. Interpretation of the test results stating whether they comply with the Specification requirements.
 - 4. Procedure taken if the test results are not acceptable.
 - 5. Test results of re-tests after corrective measures have been completed. The cost of all re-testing of faulty welds shall be borne by the Contractor.

(SECTION WM 22)

MISCELLANEOUS METAL AND ALUMINUM

Description

Miscellaneous metal and aluminum includes all weir plates, stop plates, pipe supports, anchors, steel lintels, steel angle sills, iron castings, access panels, etc., and all welding required for fabrication and erection; all as indicated on the plans and as specified to be furnished for the complete construction of the work under this contract. Items such as stiffeners, supports and pipes or other equipment, fasteners loose angles or any other metal items required and not separately specified in other sections of these specifications shall be supplied and installed by the Contractor. The Contractor will be responsible for thoroughly studying the plans for varying conditions involved and materials required.

(a) General

Standards - Notwithstanding any reference in the specifications to any article, device, product, material, fixture, form or type of construction by name, make or catalog number such references shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition; and the contractor, in such cases, may at his option use any article, device, project, material, fixture, forms or type of construction which in the judgment of the Engineer expressed in writing is equal to that specified.

(b) Shop Drawings

The Contractor shall submit for approval, shop drawings in accordance with the provisions, Shop Drawings, of the General Conditions, of all Miscellaneous Metal work included in this contract. The drawings shall show the design, location and all necessary details of such work.

(c) Materials

Cast Iron shall be tough, close grain, gray iron of uniform physical character.

Structural Steel shapes and plates shall fulfill the requirements of ASTM's most recent specification.

Bar Steel shall be hot rolled steel bars produced in accordance with good mill practice for general commercial use and shall be bessemer or open hearth grade.

(d) Workmanship

General

Miscellaneous metal work shall be fabricated and erected in a thorough and workmanlike manner by mechanics skilled in their line of work. All exposed joints shall be close fitting and all bolts, screws, etc. where exposed shall be cut off flush with nuts or other adjacent metal. The contractor shall do all drilling and cutting required for installation of Miscellaneous Metal Work, except where such drilling and cutting are definitely specified in other sections of these specifications.

Steel and Wrought Iron shall be well formed to shape and size, with sharp lines and angles. Shearing and punching shall leave clean, true lines and surfaces. Weld or rivet permanent connections. Do not use screws or bolts where they can be avoided; where used, heads shall be countersunk, screwed up tight and threads nicked to prevent loosening. Curved work shall be evenly sprung.

Castings shall be sound and free from warp, holes and other defects that impair their strength or appearance. Exposed surfaces shall have a smooth finish and sharp, well defined lines and arises. Machined joints, where required, shall be milled to a close fit. Provide necessary rabbets, lugs and brackets so that work can be assembled in a neat and substantial manner.

Fastenings shall be concealed where practicable. Thickness of metal and details of assembly and supports shall give ample strength and stiffness. Joints exposed to weather shall be formed to exclude water. Provide holes and connections for work to be built into adjoining construction.

Anchors - Miscellaneous metal work to be built in with masonry shall be of a form required for anchorage or shall be provided with suitable anchors, expansion shields, etc., as shown on the plans, or as specified.

Joints

Unless otherwise shown, or specified, all joints shall be of such character and so assembled that they will be as strong and rigid as the adjoining section. Exposed joints, where specified, shall be welded their entire length and other work shall be continuously welded or spot welded as required. All welded face joints shall be dressed flush and smooth.

Threaded Connections shall be made up tightly so that the threads will be entirely concealed by fittings. Abutting bars shall be shouldered and beaded, doweled and pinned. Except as otherwise shown, specified or approved, all shop assembled connections shall be welded or riveted; and rivet, bolts or machine screws may be used for field connections.

Rivet, Bolt and Screw Heads - Miscellaneous metal work shall be cut, punched drilled and tapped as required for the attachment of other work where shown on approval of shop drawings.

(e) Installation

General - Work under this Division shall be installed in conformity with approved shop drawings and shall be securely fastened in place. Doors shall be hung and have all hardware attached.

Built-In Work - Work to be built in with masonry shall be furnished in ample time and shall be set and secured in place.

Attached Work - Except where otherwise specified for a particular item of work, or where the work is required to be built in, miscellaneous metal shall be fastened to masonry with expansion or toggle bolts. Fastening to wood plugs in masonry will not be permitted. For attachment to concrete, a self-drilling concrete anchor shall be used. Screws shall be threaded all the way to the head of the screw. Unless otherwise specified all fastening devices shall be suitable type of Ackerman-Johnson Co., Hohmann-Barnard, Inc., Heckman Building Products or equal.

(f) Structural Steel Items

All items of miscellaneous structural steel such as loose lintels, clip angles, channel frames, not attached to the structural steel frame shall be furnished under this Section. Lintels to be sixteen (16) inches longer than span.

(g) Structural Channel Frames

Furnish and erect at locations shown channel door jambs with anchors for jambs as shown. Bottom of jambs to set one (1) inch below floor level. Weld bar stop of size shown to web of channel. Arc welds ground smooth.

(h) Iron Castings

Iron castings shall include all cast iron frames and covers for manholes or at other locations as shown, manhole steps, stop plank guide grooves and any other castings as shown on

plans or specified shall be tough, close grained, gray iron, free from blowholes, shrinkage, and cold shunts. They shall conform to the latest standard of the American Society for Testing Materials, Designation A 48-70.

(i) Painting

Before shipment from shop, all miscellaneous metalwork, except galvanized and nonferrous metal, or work specified to be factory finished, shall be thoroughly cleaned of all foreign matter, ruts, scale, dirt and the like, followed by a shop coat. Parts inaccessible after assembly to receive second coat. This painting is in addition to the other painting specified.

All prime or shop coats shall be applied in accordance with Section 32 of the Workmanship and Materials or as noted in other Sections of the Detailed Specifications.

Wherever dissimilar metals make contact with each other, each surface shall receive a coat of liquid neoprene, plus one (1) coat of bitumastic paint. Allow full drying between coats and before installation. Aluminum surfaces in contact with masonry, steel or other metals shall be back coated as specified above.

Wrought Iron

Rolled wrought iron structural shapes, sections and bars shall conform to the ASTM Standard Specifications, Designation A 207. Wrought iron plates shall conform to the ASTM Specification for "Wrought Iron Plates", Designation A 42.

Aluminum

Aluminum weir plates and stop plates shall be fabricated of structural grade aluminum alloy. Aluminum stop plate grooves shall be fabricated of extruded aluminum alloy. The aluminum alloy shall be equal to or better than 60601-T6. Aluminum stop plates and grooves shall be equal to those made by Neenah Foundry Company, Washington Aluminum Company, Inc., or equal.

The gate plates shall be fabricated of one fourth (1/4) inch aluminum sheets and fitted with suitable lift handles of a similar aluminum material. All fastenings and attachments shall be made by welding. The stop plate grooves shall be kept free of concrete and once installed, the stop plates shall slide freely in the grooves without binding.

(SECTION WM 29)

ROADWAYS & PARKING AREAS

Description

New roadway construction shall be performed in accordance with this Specification (Section WM 29). Existing roadway repair and/or rehabilitation shall be performed in accordance with Section WM 4 (Restoration of Surfaces).

Subgrade

The subgrade of the roadways and parking areas shall be shaped either by cutting or filling as the plans may show or as directed by the Engineer. The area between the lines shown on the plans or necessary for construction shall be cleared of all brush, logs or other perishable material. During the construction of all embankments the subgrade shall be formed and maintained in such a manner that the surface water will readily flow off the embankment. The subgrade shall be brought to the correct grade on cuts and to approximate grade on fills with the proper allowance for settlement and shall then be allowed to settle. The subgrade shall be brought to the true shape and grade before the surfacing is placed.

The work shall include all necessary earth excavation, grading, and making of embankments and fills which shall be performed in accordance with the applicable Workmanship and Materials Specifications.

Gravel or Crushed Stone Roadway

The gravel or crushed stone roadway shall consist of a surface course laid on the prepared subgrade. The surface course shall be composed of run of the bank gravel, run of the crusher stone, crushed or uncrushed sand and gravel, or a uniformly blended mixture or combination of any of these materials. The materials shall be reasonably well graded from coarse to fine, generally within the following limits, unless otherwise specified or approved by the Engineer.

<u>Sieve Designation</u> <u>Square Openings</u>	<u>Passing</u>	<u>Percent Retained</u> <u>Retained</u>
1 1/2"	100	0
1"	80-100	0-20
3/4"	70-90	10-30
1/2"	55-80	20-45
No. 4	35-60	40-65
No. 8	25-50	50-75
No. 30	15-30	70-85
No. 200	5-10	90-95

The surface course material shall be deposited and spread uniformly upon the prepared subgrade, in a single layer eight (8) inches in thickness measured before compacting. The material shall be free of lumps of clay and shall be of uniform mixture and density when placed. Portions of the layer in which the aggregates become segregated in spreading shall be removed and replaced with satisfactory material. Material shall not contain free water or frost, and shall not be placed in snow or on soft or frozen subgrade.

After being uniformly spread, the surfacing material shall be harrowed with a spike tooth harrow and floated with a road drag or grader until the surface is free from waves or irregularities. Harrowing and floating shall be continued until the surface has the required grade, line and cross section as shown on the plans, except that the harrowing shall not be carried on at such time or to such extent that the fine material will be separated from the coarse material. If the surfacing material is not thoroughly compacted by traffic before final acceptance or placement of hot asphaltic concrete pavement, then it shall be accomplished by means of suitable roller and wetting to obtain maximum density.

Use of Roadway During Construction

The Contractor may prepare the subgrade of the roads at the start of construction and use them throughout the construction period either with or without placing the surfacing material. If the crushed stone or gravel is placed and the road used during construction period, then the Contractor shall perform all necessary patrol maintenance at frequent intervals and add any additional crushed stone or gravel required to maintain the road. Before the final acceptance of the work, the roads and parking area including shoulders shall be brought to the grade and cross section shown on the plans and left in a condition satisfactory to the Engineer.

Roadway Ditches

All open ditches and channel changes parallel to and adjacent to the road shall be performed as a part of the roadway work. Lines, grades and cross sections of ditches shall be as shown on the plans unless otherwise required by the Engineer to obtain proper drainage.

Hot Asphaltic Concrete Pavement

Where shown on the plans or specified, the Contractor shall construct hot asphaltic concrete pavement over the compacted gravel or crushed stone surface course.

The hot asphaltic pavement construction shall be performed in accordance with the applicable sections of the latest edition of

the Indiana State Highway Commission, referred to herein as "State Specifications".

The surface of the gravel or crushed stone surface course shall be graded to the required elevations and cross sections as shown and/or as established by the Engineer. All soft spots and/or unstable or unsatisfactory base material shall be removed and replaced with suitable granular material to provide a satisfactory base beneath all area to be paved. The newly placed or previously placed base material shall be scarified, brought to optimum moisture condition and thoroughly compacted ahead of the paving operations.

The hot mix asphaltic concrete shall be constructed in two courses. Section 403 of the State Specifications shall govern the materials and construction of the hot asphaltic concrete pavement except that only crushed stone shall be used in the surface course. Each binder course shall be laid to a one and one half (1 1/2) inch thickness (one hundred sixty-five (165) pounds per square yard) and the surface course shall be laid one (1) inch thick (one hundred ten (110) pounds per square yard). All of the asphaltic concrete surface shall be Type B of the State Specifications.

(SECTION WM - 31)

SEEDING AND SODDING

General

The areas to be seeded shall be those areas which are shown on the plans or as specified in the Detailed Specifications.

Prepared Seedbed

Prior to start of preparation of seeding the Contractor shall remove all kinds of debris, sheds, tools, equipment and materials from the area to be seeded. The areas to be seeded shall be loosened and reworked by means of discing, harrowing, and rolling; or reworked by means of powered rotary tiller; so that the ground will be left in a satisfactory manner ready for seeding. The surface of the area to be seeded shall be left smooth and uniform which conforms to the finished grades and cross sections as shown on the plans, or as otherwise specified.

Time of Seeding

Spring seeding shall be done between March 1 and May 15, and Fall seeding between August 15 and October 15. During these periods, the time of seeding shall be determined by the Engineer whose decisions shall be based on the moisture content of the soil, and weather conditions. The Engineer may, at his option, extend the seeding season. (Mulched seeding may be done between March 1 and October 15 or possibly later in the fall.)

Lime, Fertilizer and Seed

Lime: Agricultural hydrated lime shall be uniformly applied at a rate of one (1) ton per acre over the area to be seeded unless otherwise specified. The Contractor may substitute one and one half (1 1/2) tons of agricultural ground limestone for one (1) ton of agricultural hydrated lime.

Fertilizer: Fertilizer of the 10-20-10 grade shall be uniformly applied over the area to be seeded at the rate of 0.44 ton for each acre to be seeded unless otherwise specified. The above fertilizer is equivalent to four hundred (400) pounds ammonium sulphate, 20%N; three hundred fifty-five (355) pounds triple super phosphate, forty-five percent (45%) P_2O_5 ; one hundred thirty-three (133) pounds murate of potash, sixty percent (60%).

Spreading Method: The lime and fertilizer shall be spread uniformly over the area to be seeded, and shall be mixed into the top two (2) inches of soil with a disc harrow, rotary tiller, mixer or hand raking.

Seed: Unless otherwise specified, the following Pure Live seeds shall be mixed and applied at the rate of one hundred twenty (120) pounds per acre (2.8 pounds per 1,000 square feet):

Kentucky Bluegrass - Pao Pratenis	70 lb.
Kentucky 31 Fescue - Festuca Elatior, var. arundiancea -----	30 lb.
Red Fescue - Festurca rubra -----	30 lb.

Seeding Method

The Contractor shall employ the broadcasting method for seeding. The sowing seed mixtures shall be kept thoroughly mixed during the sowing operations to prevent separation of species and the subsequent lack of uniform distribution of species. The sowing shall be stopped when satisfactory results are not likely to be obtained due to excessive moisture, high winds, or other unfavorable conditions.

Seed shall be broadcast by either hand or by approved sowing equipment at a rate which will provide not less than the minimum quantity of pure live seed as specified. The seed shall be uniformly distributed over the designated areas. If sowing is by hand methods, one half (1/2) the seed shall be sown when the sower is moving in one (1) direction and the remainder sown with the sower moving in right angles to the first direction. Where seed is sown by means of approved broadcasting equipment, the seed may be sown with a single pass of the equipment. Broadcast sowing shall not be done during windy weather. The seed shall be covered by means of a brush harrow, spike tooth harrow, chain harrow, cultipacker, or other approved device, so that most of the seed will be placed within a satisfactory depth range.

After the seed has been sown, and prior to compacting, the lawn area shall be cleared of all stones or other objects larger than two (2) inches in greatest diameter, and all wire, roots, brush or other objects that may interfere with subsequent mowing operations.

Mulched Seeding

General

When specified in the Detailed Specifications, the required mulch seeding shall consist of seeding as specified hereinbefore under the heading of "Seeding", and then covering the seeded areas with mulch.

Mulch

The mulching material may consist of straw, chaff, clover, timothy, alfalfa, peppermint or soy bean hay, shredded fodder or clover chaff. All mulch shall be free

from primary noxious weeds as set forth under Section 913.04 of the Indiana Department of Highways Standard Specification.

The mulching material at the time of delivery to the site of the work shall not contain more than fifty percent (50%) moisture. The mulching material shall be applied uniformly in a continuous blanket to a depth of approximately two (2) inches. After being held down, the mulch shall be thoroughly wetted, care being taken not to displace the seed or soil underneath.

Holding Mulch in Place

Unless otherwise specified, the mulch shall be held in place in accordance with Section 621.04, Method 1, 1985 IDOH Specifications. Regardless of the method used, the mulching material shall be satisfactorily maintained in place until final completion and acceptance of the work.

Sodding

General

The areas to be sodded shall be those areas which are shown on the plans or as specified in the Detailed Specifications. Sod shall be fibrous, well rooted bluegrass, or other approved sod, with the grass cut to a height of not more than three (3) inches. Edges of sod shall be cleanly cut, either by hand or machine, to a uniform thickness of not less than one and one half (1 1/4) inches, to a uniform width of not less than sixteen (16) inches, and in strips of not less than three (3) feet in length.

Sod shall be free from all primary noxious weeds as defined by the Indiana State Seed Law.

Preparation of Ground before Sodding

The area to be sodded shall be smooth and uniform, and shall conform with the cross section required by the Plans or as directed. Grades prepared for sod shall be of sufficient depth below adjacent unsodded areas so that newly laid sod will conform with the surrounding surface.

After the grade has been prepared, and the topsoil has been spread, three fourths (3/4) lb. of agricultural hydrated lime and one fifth (1/5) lb. of 10-20-10 fertilizer shall be applied to each square yard, and thoroughly mixed into the top two (2) inches of soil. The

area shall then be raked, and all clods, stones and debris removed.

Laying Sod

Sod strips shall be carefully laid by hand in the direction designated by the Engineer. At the edges of sodded areas the sod shall be carefully fitted into the grade, if excavated.

The sod strips shall be butted closely together to avoid any open joints. After laying and the initial watering, the sod shall be firmly tamped or rolled to insure firm contact with the soil underneath and shall conform with the surrounding surface. After compaction, the sod shall present a smooth, even surface, free from lumps and depressions.

Sod placed on slopes shall be pegged if directed by the Engineer. Pegs shall be driven down until not more than one (1) inch protrudes above the sod surface. The number of pegs shall be sufficient to hold the sod in place.

Watering Sod

The sod shall be thoroughly watered immediately after placing, and the watering continued for at least seven (7) days. If, at the end of thirty (30) days the sod is in good growing condition, the Contractor will not be required to repair or replace any sod which may thereafter be injured or damaged because of drought, unless written agreement for out of season sodding provides otherwise. The Contractor shall furnish the water at his expense.

Seasonal and Temperature Limitations for Sodding

No sod shall be laid during the months of June, July and August, unless written permission is obtained from the Engineer. When such permission is received the Contractor shall, before laying the sod out of season, agree in writing to the following provisions:

1. Sod shall be in good, live and growing conditions;
2. Sod shall be placed within thirty-six (36) hours after cutting and during that period be protected from damage;
3. Sod shall be watered sufficiently, and otherwise maintained so that it will be in a live, growing condition at the time other items of the contract are accepted, provided the period between placing

sod and acceptance is greater than thirty (30) days.

Winter sodding will be permitted when the temperature is above thirty-five degrees fahrenheit (35° F). No frozen sod shall be laid and no sod shall be laid on frozen soil. Sod shall be properly protected from drying out or freezing and shall be laid within forty-eight (48) hours after cutting.

PART 7

SPECIAL PROVISIONS

PART 7

SPECIAL PROVISIONS

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PART 7

SPECIAL PROVISIONS

1. Application of Special Provisions/Specifications

The purpose of these Special Provisions is to amplify the Information for Bidders, General Conditions, and/or the General Construction Specifications. Whenever conditions as set forth in any of the Specifications conflict with conditions of other Sections of the Specifications, the following order of precedence shall apply:

- a. Part 7 Special Provisions
- b. Part 3 General Conditions
- c. Part 2 Information for Bidders
- d. Part 8 Detailed Specifications
- e. Part 5 General Construction Specifications
- f. Part 6 Workmanship and Material Specifications

2. Additions to the General Conditions

2.1 Article 19 - Payments to Contractor

Under Article 19, paragraph 19.1 the sentence reading: "The OWNER will, within ten (10) days of presentation of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate less the retainage", shall be changed to read: "The OWNER will, within thirty (30) days of presentation of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate less the retainage."

In addition, the following shall be added to paragraph 19.1:

The establishment of an Escrow Account between the Owner and the successful bidder(s) for the retainage will be left to the sole discretion of the successful bidder(s).

2.2 Article 32 - Detailed Breakdown of Contract Amounts

Identified as Article 32, the following shall be included to the General Conditions:

The Contractor shall furnish, the Engineer reasonable facilities for obtaining such information as he may desire respecting the progress and execution of the work and the character of materials. The Contractor shall, upon request, furnish the Engineer with copies of expense bills for transportation charges, materials and equipment. In the event of cost-plus limited work as authorized in writing by the Owner, the Contractor shall

submit daily payrolls and equipment ownership/rental charges in addition to the cost of materials.

Except in cases where unit prices form the basis of payment under the Contract, the Contractor shall; within ten (10) days of receipt of the Notice of Award, submit a complete breakdown of the Contract Amount showing the value assigned to each part of the work, including as a minimum labor, material, equipment, sub-contracts, mobilization, overhead and profit. Upon acceptance of the breakdown of the Contract amount by the Engineer, it shall be used as the basis for all Requests for Payment and Change Order negotiations as applicable.

3. Tentative Award of Contract

The Owner may elect to make tentative award of contract, pending the sale of bonds or the completion of other financing arrangements. In such event, and upon successful completion of the necessary arrangements to finance the cost of the project, the Owner and the successful bidder to whom the tentative award has been made shall enter into a written contract at the price stated in the proposal and as specified; provided that the elapsed time from the date of the tentative award shall not exceed the period as set forth in the proposal form. The time for execution is mutually agreeable to the Owner and the successful bidder.

4. Quality Control Plan

The Contractor shall provide and maintain an effective quality control program. This program shall establish a means to perform sufficient inspection and tests of conformance to applicable Specifications and Drawings with respect to the materials, workmanship, construction, finish, functional performance and identification. This control will be established for all construction.

The Contractor shall furnish the Engineer within thirty (30) days after receipt of the Notice to Proceed, a quality control plan which shall include the procedures, instructions and reports to be used. This document will include as a minimum:

- A. The Quality Control Organization;
- B. Authority and Responsibilities of Quality Control Personnel;
- C. Methods of Quality Control, Including that for His Sub-Contractor's Work;
- D. Test Methods, Including as Specified, Name of Qualified Testing Laboratory to be Used;

E. Method of Documenting Quality Control Operation, Inspection and Testing.

5. Overtime Payment

All premium overtime expense incurred by the Engineer and/or his representatives on account of the Contractor's construction forces working beyond forty (40) hours per week, Saturdays, Sundays and/or Holidays shall be paid by the Contractor to the Engineer. Payments shall be made monthly based on the Engineer's detailed invoice to the Contractor. If the Contractor fails to make any payments due the Engineer within thirty (30) days from the date of the Engineer's invoice, then the Engineer shall be entitled to interest at the rate of 1-1/2% per month (but not exceeding the maximum rate allowable by Indiana law) from said 30th day.

6. Authority and Duty of Resident Project Representatives

The Resident Project Representatives employed by the Owner are stationed on the work to:

- A. Keep the Engineer informed as to the progress of the work and the manner in which it is being done.
- B. Report whenever it appears that the materials furnished and the work performed by the Contractor fail to fulfill the requirements of the Specifications and Contract.
- C. Call to the attention of the Contractor any deviation from or infringement upon the Plans and Specifications.
- D. Check and verify that Contractor is keeping and maintaining Project As-Built Drawings.

Resident Project Representatives shall be authorized to inspect all work done and materials furnished and to exercise such additional authority as may be delegated to them in writing by the Engineer. Such inspection may extend to all or any part of the work done and material furnished. They shall have authority to reject defective material and to suspend any work that is being done improperly, subject to the final decisions of the Engineer.

Such inspection shall not relieve the Contractor from any obligation to furnish acceptable materials or to perform all work strictly in accordance with the requirements of the Plans and Specifications.

Resident Project Representatives shall not be authorized to revoke, alter, enlarge, relax or release any requirements of the Specifications, nor to approve or accept any portion of the work, nor to issue instructions contrary to the Plans and Specifications. They shall, in no case act as foremen or

perform other duties for the Contractor nor interfere with the management of the work by the latter. Any advice which inspectors may give the Contractors shall in no way be construed as binding the Engineer or the Owner in any way, or releasing the Contractor from the fulfillment of the terms of the Contract.

The Owner, the Engineer and his authorized representatives will at all times have access to the WORK, to determine if the WORK is proceeding in accordance with the Contract Documents. If in the opinion of the Owner, the Engineer and his authorized representatives, the WORK is not proceeding in accordance with the Contract Documents, or the Contractor is utilizing undesirable construction practices, the Owner, the Engineer and/or through his authorized representatives, may direct the Contractor to cease WORK and correct all defective work and undesirable construction practices. The Contractor will bear all expenses for correcting defective work, and will bear any and all monetary losses and expenses relating to and resulting from ceasing of WORK because of defective work. Such expenses to also include compensation to the Owner for non-productive inspection expenses during the time lost while correcting defective work, the Contractor will not be granted an extension of the project scheduled completion time.

7. Proposals for Equipment and Materials

Proposals for the various equipment and materials to be furnished and installed shall conform with the specifications for all bid items, with respect to general design, performance, materials of construction, workmanship, overall functions, testing and accessories.

Where the names of two (2) manufacturers are specifically mentioned in the Detailed Specifications and followed by "or equal", the bidders may bid on either of the two (2) named manufacturers or on any alternate proposal, equal or superior to the two (2) named manufacturers, provided that the "or equal" conforms with the requirements of these Contract Documents.

Whenever equipment other than that named specifically in the Specifications and shown on the Plans is proposed in the proposal, the Contractor shall include in his bid on such "or equal" equipment:

- A. The cost of redesign of any mechanical, electrical and/or structural changes necessary to make the "or equal" equipment to comply with the ratings, loadings, dimensions, etc., prescribed herein;

and

B. Any increase in the cost of structures, piping, electrical and/or mechanical appurtenances involved by the proposed "or equal" equipment.

8. Landmarks and Monuments

The Contractor, nor any of his employees, shall not molest or remove monuments or landmarks without the written consent of the Owner. Any monument or landmark so removed shall be replaced at the expense of the Contractor. The cost thereof shall be retained from the monies due or to become due the Contractor under this Contract.

9. Guaranty

In addition to all materials and workmanship, all sod, seed, trees, shrubs, bushes, flowers, etc., which are placed, sowed, planted or replanted by the Contractor to replace same destroyed or damaged by his operations, shall be guaranteed for a period of one year from the date of the Certificate of Substantial Completion of the work under this Contract. Should any of the above die or fail to grow, it shall be replaced, resown, or replanted at no cost to the Owner.

10. Use of Chemicals

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in conformance with instructions.

11. Definitions

In the case of this Project, the Owner is the Daviess-Martin County Joint Park and Recreation Board, Daviess County Indiana, and the Engineer is Commonwealth Engineers, Inc., of Indianapolis, Indiana.

12. Insurance Coverage

The Contractor shall purchase and maintain such insurance coverage sufficiently broad to insure the Owner, the Engineer, their consultants and each of their officers, agents and employees as additional insured under the requirements of Paragraph 21 of the General Conditions.

Paragraph 21.3.1 of the General Conditions is hereby deleted and replaced with the following:

CONTRACTOR's General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting the CONTRACTOR from all claims for personal

injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by the CONTRACTOR or by any SUBCONTRACTOR employed by the CONTRACTOR or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR employed by the CONTRACTOR. Insurance shall be written with a one million (\$1,000,000) bodily injury and property damage combined single limit of liability.

The Owner has determined that the Fire and Extended Coverage insurance and the "All Risk" type Builders Risk insurance as described in Section 21.3.2 and 21.5, respectively, of the General Conditions, are not applicable to this Project.

13. New Materials and Equipment

Unless otherwise specifically permitted by the Specifications, all material and equipment used on this Project shall be new and un-used.

14. Differing Site Conditions Notification

The Contractor shall promptly and before such conditions are disturbed, notify the recipient in writing. The recipient in this case shall mean the Owner not the Engineer.

15. Substantial Completion and Liquidated Damages

The time for completion and liquidated damages is defined in Section 15 of the General Conditions. For purposes of clarification, liquidated damages will begin if the work is not fully complete within the Contract time. Issuance of a Certificate of Substantial Completion with items of work still outstanding will not stop liquidated damages.

16. Revisions to Construction Schedule and Time Extension Requests

The Contractor shall submit to the Engineer with each monthly progress payment request an updated construction schedule for the Engineer's review and approval. In addition and when applicable, the Contractor shall also submit with each monthly progress payment request any and all documentation necessary for any time extension that may be justified in the Contractor's opinion and due to conditions encountered during the period for which the claim is being filed. A Change Order will then be prepared for this claim as soon as it is approved by the Owner and Engineer.

Requests for time extensions made after the above specified period and not reflected in the updated construction schedules previously submitted shall not be considered.

17. Withholding of Construction Payments

The Engineer may recommend to the Owner and the Owner may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the Owner from loss on account of:

- a. Defective work not remedied;
- b. Claims filed or reasonable evidence indicating probability of the filing of claims;
- c. Failure of the Contractor to make payments properly to sub-contractors or material suppliers for which the Contractor has been paid by the Owner;
- d. A reasonable doubt that the Contract can be completed for the balance then unpaid;
- e. Damage to another Contractor;
- f. Failure of the Contractor to keep his work progressing in accordance with his time schedule;
- g. Performing of work in violation of the terms of the Contract.

18. Night and Sunday Work

No night or Sunday work requiring the presence of the Engineer or the Resident Project Representative will be permitted unless the Engineer has been given seven (7) days written notice. The Contractor will be responsible pursuant to Section 6 of these Special Provisions for all overtime (premium) expense incurred by the Engineer for night or Sunday work.

19. Established Construction Techniques

All construction techniques and specialized equipment used to complete the work under this Contract shall be only those established as suitable and effective by extensive prior use in similar work. Unproven or experimental techniques shall be allowed only with written permission from the Engineer. Upon receipt of written request from the Engineer, the Contractor shall submit detailed documentation to establish the qualifications of any technique or specialized equipment being employed to complete the work. Minimum documentation shall include not less than three (3) references where the procedure has been employed in similar work and under similar circumstances. Each reference shall include the location, date, project owners name and address and the name and telephone number of a person to contact for a technical reference. Techniques and/or equipment adjudged by the Engineer to be unsuitable and/or unproven shall be immediately discontinued. Work performed utilizing these techniques shall be reworked by the Contractor at his expense and as directed by the Engineer.

20. Equipment Reference Data - NOT APPLICABLE

The Contractor shall include with his Manufacturer's Operation and Maintenance Manual submittal one (1) completed "Equipment Reference Data" sheet for each piece of equipment supplied. The data sheet shall be completed for each applicable parameter. All entries shall be typed or printed in ink. The Engineer will furnish the necessary forms for use by the Contractor. A sample form is included following this part of the Contract Documents.

21. Shop Drawings

In addition to the requirements relative to Shop Drawings as contained in Paragraph 5 of the General Conditions and Paragraph 16 of the General Construction Specifications, the Contractor shall also meet the following requirements:

21.1 Shop Drawing Submission

Within ten (10) days after being notified by the Engineer as to the Shop Drawings required for the Project, the Contractor shall submit to the Engineer a preliminary schedule of Shop Drawing submissions.

The finalized Shop Drawing Schedule shall be submitted to the Engineer within ten (10) days after the Contractor has received the Engineer's comments relative to the preliminary schedule.

21.2 Shop Drawings

After checking and verifying all field measurements and after complying with the applicable procedures previously specified, the Contractor shall submit to the Engineer for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see 21.1 above), six (6) copies of all Shop Drawings, which will bear a stamp or specific written indication that the Contractor has satisfied the Contractor's responsibilities under the Contract Documents with respect to review of the submission. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable the Engineer to review the information as required.

21.2.1 Before submission of each Shop Drawing or sample, Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with

the requirements of the work and the Contract Documents.

- 21.2.2 At the time of each submission, Contractor shall give Engineer specific written notice of each variation that the Shop Drawings or samples may have from the requirements of Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

Engineer will review and approve with reasonable promptness Shop Drawings and samples; but Engineer's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of separate items as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by Engineer, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

Engineer's review and approval of Shop Drawings or samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called the Engineer's attention to each such variation at the time of submission as required by paragraph 21.2.2 and Engineer has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by Engineer relieve Contractor from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 21.2.1.

Where a Shop Drawing or sample is required by the Specifications, any related work performed prior to Engineer's review and approval of the pertinent submission will be the sole expense and responsibility of Contractor.

22. Hazard Communication Standard

Pursuant to the Code of Federal Regulations, 29 CFR Part 1926, as may be amended, all Contractors, Subcontractors and

materials suppliers on this Project shall provide access to all persons on the job site at all times, the Material Safety Data Sheets (MSDS) for all hazards of all chemicals per the Federal Regulations.

In addition, contractors, sub-contractors and material suppliers shall provide training to their employees on the MSDS pursuant to the Federal Regulations.

23. Excavation Safety Requirements

It shall be the duty and responsibility of the Contractor and all of its Subcontractors to be familiar and comply with all requirements of Public Law 91-596 29 U.S.C., Sections 651 et. seq., the Occupational Safety and Health Act of 1970 (OSHA) and all amendments thereto and to enforce and comply with all of the provisions of the Act. In addition and as required by Indiana State Law, HB 2071, Section 14. of IC 4-13.6-5-12, the Contractor and all of its Subcontractors shall comply with Subpart P of 29 CFR 1926 dated October 31, 1989 as may be amended.

Costs of all Excavation Protection shall be paid for as a separate pay item or be included in the pay item of the principal work with which the safety systems are associated as required by the Bid Proposal Documents.

24. Products in Contact with Potable Water

Any treatment chemical, any material used in the manufacture of public water system components or appurtenances; any pipe, storage tank, valve, fixture or other materials which come into contact with water intended for use in a public water system shall be certified for conformance to ANSI and/or NSF 60 & 61. Any products not certified for compliance to ANSI/NSF 60 & 61 but appearing on the Advisory List published by the U.S. EPA shall not be used.

25. Project Site Erosion Control

The Contractor shall be responsible to comply with all aspects of 327 IAC 15-5, Rule 5, "Storm Water Run-Off Associated with Construction Activity". The Contractor shall submit all necessary fees and documents to the Indiana Department of Environmental Management (IDEM) prior to any construction activity. The Contractor shall be responsible for compliance with this Law throughout the construction period and shall pay any and all fines resulting from any violation, suit or penalty for non-compliance.

26. Wage Scale

The Wage Scale, immediately following this Section, shall apply for this Project.

27. Permits

The following list of Permits have been included with these Special Provisions to insure that all requirements of the Permits are known by the Contractor prior to bidding. Any provision of these Permits which conflicts with the Plans and Specifications must be adhered to.

- ▶ IDNR Construction in Floodway (2)
- ▶ USCOE Section 404

28. Section 319 Grant Requirements

See attached documentation regarding Section 319, immediately following this section.

AUG 12 1994
GRANTS MANAGEMENT

General Decision Number IN940006

Superseded General Decision No. IN930006

State: Indiana

Construction Type:
HEAVY
HIGHWAY

County(ies):

ADAMS	HARRISON	PIKE
ALLEN	HENDRICKS	POSEY
BARTHOLOMEW	HENRY	PULASKI
BENTON	HOWARD	PUTNAM
BLACKFORD	HUNTINGTON	RANDOLPH
BOONE	JACKSON	RIPLEY
BROWN	JASPER	RUSH
CARROLL	JAY	SCOTT
CASS	JEFFERSON	SHELBY
CLARK	JENNINGS	SPENCER
CLAY	JOHNSON	STARKE
CLINTON	KNOX	STEUBEN
CRAWFORD	KOSCIUSKO	SULLIVAN
DAVISS	LAGRANGE	SWITZERLAND
DE KALB	LAWRENCE	TIPPECANOE
DEARBORN	MADISON	TIPTON
DECATUR	MARION	UNION
DELAWARE	MARSHALL	VANDERBURGH
DUBOIS	MARTIN	VERMILLION
ELKHART	MIAMI	VIGO
FAYETTE	MONROE	WABASH
FLOYD	MONTGOMERY	WARREN
FOUNTAIN	MORGAN	WARRICK
FRANKLIN	NEWTON	WASHINGTON
FULTON	NOBLE	WAYNE
GIBSON	OHIO	WELLS
GRANT	ORANGE	WHITE
GREENE	OWEN	WHITLEY
HAMILTON	PARKE	
HANCOCK	PERRY	

EXCEPT LAKE, LAPORTE, PORTER AND ST. JOSEPH COUNTIES

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number
0

Publication Date
02/11/1994

1	04/01/1994
2	04/15/1994
3	04/29/1994
4	05/06/1994
5	06/10/1994
6	06/17/1994
7	08/05/1994
8	08/12/1994

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COUNTY(ies):

ADAMS	HARRISON	PIKE
ALLEN	HENDRICKS	POSEY
BARTHOLOMEW	HENRY	PULASKI
BENTON	HOWARD	PUTNAM
BLACKFORD	HUNTINGTON	RANDOLPH
BOONE	JACKSON	RIPLEY
BROWN	JASPER	RUSH
CARROLL	JAY	SCOTT
CASS	JEFFERSON	SHELBY
CLARK	JENNINGS	SPENCER
CLAY	JOHNSON	STARKE
CLINTON	KNOX	STEUBEN
CRAWFORD	KOSCIUSKO	SULLIVAN
DAVISS	LAGRANGE	SWITZERLAND
DE KALB	LAWRENCE	TIPPECANOE
DEARBORN	MADISON	TIPTON
DECATUR	MARION	UNION
DELAWARE	MARSHALL	VANDERBURGH
DUBOIS	MARTIN	VERMILLION
ELKHART	MIAMI	VIGO
FAYETTE	MONROE	WABASH
FLOYD	MONTGOMERY	WARREN
FOUNTAIN	MORGAN	WARRICK
FRANKLIN	NEWTON	WASHINGTON
FULTON	NOBLE	WAYNE
GIBSON	OHIO	WELLS
GRANT	ORANGE	WHITE
GREENE	OWEN	WHITLEY
HAMILTON	PARKE	
HANCOCK	PERRY	

ASBE0037P 04/01/1992

Rates
DAVISS, DUBOIS, GIBSON, KNOX, MARTIN, PIKE, POSEY,
SPENCER, SULLIVAN, VANDERBURGH AND WARRICK COUNTIES

Fringes

ASBESTOS WORKER/INSULATOR
(includes application of
all insulating materials
protective coverings,
coatings an finishes to
all types of mechanical
systems)

20.75

4.58

HAZARDOUS MATERIAL HANDLER
(Includes preparation, wet
ting, stripping, removal,
scrapping, vacuuming, bag-
ging and disposing of all
insulation materials, whether
they contain asbestos or not,

from mechanical systems	10.55	2.25
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BRIN0001B 04/01/1993

	Rates	Fringes
CLARK, FLOYD, HARRISON, POSEY, VANDERBURGH AND WARRICK COUNTIES		

BRICKLAYERS-STONEMASONS
CEMENT MASONS

19.48	3.38
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MARBLE, TILE TERRAZZO

18.25	3.25
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BRIN0002P 01/01/1994

	Rates	Fringes
ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WELLS AND WHITLEY COUNTIES:		

Work on the following categories of commercial jobs:
churches
restaurants and fast food outlets, except when they are to
be constructed in conjunction with a shopping center or mall
single-story office buildings up to 10,000 square feet
warehouses and metal buildings up to 30,000 square feet

TERRAZZO WORKER & TILE SETTER	15.32	.58
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All other work:

BRICKLAYER, CEMENT MASONS,
STONE MASON, MARBLE

MASON, POINTER, CLEANER, CAULKER AND WATERPROOFER	18.67	4.46
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TERRAZZO WORKER & TILE SETTER	18.90	.78
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BRIN0003B 12/01/1993

	Rates	Fringes
BOONE, HANCOCK, HENDRICKS, JOHNSON, MARION, MONTGOMERY, MORGAN AND SHELBY COUNTIES:		

BRICKLAYER, STONE MASON, POINTER,
CAULKING

19.64	3.67
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TERRAZZO, MOSAIC TILE
AND MARBLE

21.53	3.52
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BRIN0005P 06/01/1993

	Rates	Fringes
MARTIN COUNTY		

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GRANTS MANAGEMENT

BRICKLAYERS, CAULKERS, POINTERS, CLEANERS and STONE MASONS	20.63	3.10
TILESETTER, MARBLE SETTER & TERRAZZO WORKER	20.23	3.10

BRIN0006B 01/01/1994	Rates	Fringes
JASPER, NEWTON & STARKE COUNTIES		
BRICKLAYERS, STONEMASONS, CAULKERS, POINTERS AND CLEANERS	21.25	6.02

BRIN0011A 01/01/1994	Rates	Fringes
BENTON, CARROLL, CLINTON, FOUNTAIN, TIPPECANOE, WARREN and WHITE COUNTIES:		
BRICK, STONE, TERRAZZO WORKER, MARBLE MASON, POINTER-CLEANER MOSAIC	18.42	4.12

BRIN0018E 01/01/1994	Rates	Fringes
CASS, ELKHART, FULTON, GRANT, HOWARD, KOSCUISKO, LAGRANGE, MARSHALL, MIAMI, PULASKI, WABASH		
BRICKLAYER, CEMENT MASON(ELKHART, KOSCUISKO AND LAGRANGE) & POINT CAULKER	\$18.14	\$4.37

BRIN0019P 06/01/1993	Rates	Fringes
BLACKFORD, DELAWARE, FAYETTE, FRANKLIN, HAMILTON, HENRY, JAY, MADISON, RANDOLPH, RUSH, TIPTON, UNION AND WAYNE COUNTIES		
BRICK, STONE CBL - PCC	17.02	5.52

BRIN0025A 05/01/1993	Rates	Fringes
BARTHOLOMEW, BROWN, DEARBORN, DECATUR, JENNINGS, MONROE, OHIO, OWENS, RIPLEY AND SWITZERLAND COUNTIES		
BRICKLAYERS	17.75	3.17

CARP0107M 04/01/1994

	Rates	Fringes
ADAMS, CASS, ELKHART, FULTON, GRANT, HOWARD, HUNTINGTON, KOSCIUSKO, MARSHALL, MIAMI, TIPTON, WABASH AND WELLS COUNTIES:		

CARPENTERS:		
Carpenters/Piledrivers	17.50	3.97

* CARP0108B 04/01/1994

	Rates	Fringes
BENTON, CARROLL, CLINTON, PULASKI, TIPPECANOE, WARREN AND WHITE COUNTIES EXCLUDING TREATMENT PLANTS		

CARPENTER & PILEDRIVER	16.56	4.97
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CARP0109C 04/01/1994

	Rates	Fringes
DAVIESS, GIBSON, GREENE, KNOX, LAWRENCE, MARTIN, ORANGE AND SULLIVAN COUNTIES:		

CARPENTER & PILEDRIVER	17.03	4.73
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CARP0110M 04/01/1994

	Rates	Fringes
ALLEN, DEKALB, LAGRANGE, NOBLE, STEUBEN AND WHITLEY COUNTIES:		

CARPENTERS & PILEDRIVERS	17.35	3.97
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CARP0111C 04/01/1994

	Rates	Fringes
FOUNTAIN, PARKE, VERMILLION, VIGO, CLAY, MONTGOMERY, BOONE, HENDRICKS, JOHNSON (WHITE RIVER, PLEASANT AND CLARK TWSPS), PUTNAM, OWEN, MORGAN, MONROE, HANCOCK AND HAMILTON COUNTIES		

CARPENTERS/PILEDRIVERS	16.73	4.99
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CARP0111M 04/01/1994

	Rates	Fringes
BARTHOLOMEW, BROWN, BLACKFORD, DELEWARE HENRY, RUSH, DECATUR, JAY, RANDOLPH, WAYNE FAYETTE, UNION, FRANKLIN, JOHNSON (EXCLUDING TWSPS. OF WHITE RIVER, PLEASANT,		

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GRANTS MANAGEMENT

and CLARK), AND SHELBY, COUNTIES

CARPENTERS/PILEDRIERS	16.59	4.99

CARP0111P 04/01/1994		
MARION COUNTY	Rates	Fringes

CARPENTERS/PILEDRIERS	17.64	4.99

CARP0215P 06/01/1994		
BENTON, CARROLL, CLINTON, TIPPECANOE, WARREN AND WHITE COUNTIES:	Rates	Fringes

TREATMENT PLANTS

CARPENTERS AND LATHERS	18.75	4.50
PILEDRIERS	19.10	4.50

* CARP0999G 06/01/1994		
JASPER, NEWTON AND STARKE COUNTIES:	Rates	Fringes

CARPENTERS	21.60	7.47

CARP0999H 04/01/1994		
CLARK, CRAWFORD, DEARBORN, DUBOIS, FLOYD, HARRISON, JACKSON, JEFFERSON, JENNINGS, OHIO, PERRY, PIKE, POSEY, RIPLEY, SCOTT, SPENCER, SWITZERLAND, VANDERBURGH, WARRICK AND WASHINGTON COUNTIES:	Rates	Fringes

CARPENTERS	16.63	4.73

ELEC0212Z 01/03/1994		
DEARBORN AND SWITZERLAND COUNTIES:	Rates	Fringes

LINE CONSTRUCTION:		
Lineman; Operator: Mechanized		
Equipment Operator	19.00	5.465
Groundman	14.25	5.10

ELEC0369G 06/01/1994

	Rates	Fringes
CLARKE, FLOYD AND HARRISON COUNTIES		
ELECTRICIANS	19.44	1.90+13.5%

ELEC0668P 06/01/1994

	Rates	Fringes
BENTON, CARROLL, CASS, FULTON, TIPPECANOE AND WHITE COUNTIES:		
ELECTRICIANS	20.45	4.70+3.5%+a

FOOTNOTE:

- a. PAID HOLIDAYS: New Years Day, Memorial Day, July 4th, Labor Day, Veterans Day Thanksgiving Day and Christmas Day

ELEC0725C 06/01/1994

	Rates	Fringes
CLAY, GREENE, OWEN, PARKE, SULLIVAN AND VIGO COUNTIES		
ELECTRICIANS	20.35	5.26+3%

ELEC0999C 01/08/1993

	Rates	Fringes
BARTHOLOMEW, BOONE, DECATUR, HAMILTON, HANCOCK, HENDRICKS, JENNINGS, JOHNSON, MADISON, MARION, MONTGOMERY, MORGAN, PUTNAM, RIPLEY, RUSH AND SHELBY COUNTIES:		
ELECTRICIANS	18.95	20%

ELEC0999D 01/08/1993

	Rates	Fringes
CLINTON, GRANT, HOWARD, MIAMI, TIPTON AND WABASH COUNTIES:		
ELECTRICIANS	19.80	1.45+9.2%

ELEC0999E 01/08/1993

	Rates	Fringes
CRAWFORD, DAVIESS, DUBOIS, GIBSON, LAWRENCE, MARTIN, ORANGE, PERRY, PIKE, POSEY, SPENCER, VANDERBURGH		

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GRANTS MANUFACTURING

AND WARRICK COUNTIES:

ELECTRICIANS	21.13	1.25+9.5%
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ELEC1393E 08/30/1993

REMAINDING COUNTIES

LINE CONSTRUCTION:

LINEMAN	21.52	1.75+15%
GROUNDMAN, EQUIPMENT OPERATOR: Diggers, 5th wheel type trucks, crawler type, D-4 and smaller, bucket trucks and live boom type line trucks	16.45	1.75+15%
EQUIPMENT OPERATOR (Backhoes over yard bucket capacity, cranes rated at 15 ton or more capacity) 95%		
J.L. rate	20.05	1.75+15%
GROUNDMAN TRUCK DRIVER	14.57	1.75+15%
GROUNDMAN	12.69	1.75+15%

ELEC1393P 08/30/1993

LAKE AND NEWTON COUNTIES

LINE CONSTRUCTION:

LINEMAN	22.84	1.75+15%
GROUNDMAN, EQUIPMENT OPERATOR: Diggers, 5th wheel type trucks, crawler type, D-4 and smaller, bucket trucks and live boom type line trucks	18.04	1.75+15%
EQUIPMENT OPERATOR (Backhoes over yard bucket capacity, cranes rated at 15 ton or more capacity) 95%		
J.L. rate	21.70	1.75+15%
GROUNDMAN TRUCK DRIVER	16.10	1.75+15%
GROUNDMAN	13.46	1.75+15%

ENGI0103J 04/01/1993

	Rates	Fringes
ADAMS, ALLEN, BENTON, BLACKFORD, CARROLL, CASS, CLINTON, DEKALB, DELAWARE, FAYETTE, GRANT, HAMILTON, HANCOCK, HENRY, HOWARD, HUNTINGTON, JAY, JOHNSON, MADISON, MARION, MIAMI, RANDOLPH, RUSH, SHELBY, STEUBEN, TIPPECANOE, TIPTON, UNION, WABASH, WAYNE, WELLS,		

WHITE AND WHITLEY COUNTIES:

POWER EQUIPMENT OPERATORS:

HEAVY AND HIGHWAY CONSTRUCTION:

GROUP 1	18.79	5.46
GROUP 2	17.07	5.46
GROUP 3	16.15	5.46
GROUP 4	14.65	5.46

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air compressors in manifold with throttle valve; Asphalt plant engineer; Auto grade or similar type machine; Auto patrol; Backhoe or farm-type tractor, 45 hp and over; Ballast regulator (RR); Bituminous mixer; Bituminous paver; Bituminous plant engineer; Bulldozer; Caisson drilling machine; Cherry picker, 15 ton or over; Chip spreader; Concrete mixer 21 cu. ft. or over; Core drilling machine; Crane or derrick with any attachment (including clamshell, dragline, shovel, backhoe, etc.); Dredge engineer; Dredge operator; Drilling machine on which the drill is an integral part; Earth mover, rubber-tired (paddle wheel, 616, 631, TS-24 or similar type); Earth mover, rubber-tired, tandem (\$0.50 per hour additional for each bowl); Elevating grader; Fork lift, 10 ton or over; P.C.C. formless paver post driver; Highlift shovel, 1 1/2 cu. yd. or over; Hoist, 2 drums and over; Helicopter, crew; Hydraulic boom truck; keystone, skimmer scoop; Loader, self-propelled (belt, chain, wheel); Locomotive operator; Mechanic; Mucking machine; Panel board concrete plant, central mix type; Paver, Hetherington; Pile driver, skid or crawler; Road paving mixer; Rock breaking plant; Rock crushing plant, portable; Roller (asphalt, waterbound macadam, bituminous macadam, brick surface); Roller with dozer blade; Root rake, tractor-mounted; Self-propelled widener; Stump remover, tractor-mounted; Surface heater and planer; Tandem push tractor (\$0.50 per hour additional); Tractor, boom; Winch or hoe head; Tractor, push; Tractor with scoop; Tractor-mounted spreader; Tree mover; Trench machine, over 24"; Tug boat operator; Well drilling machine; Winch truck with A-frame

GROUP 2: Air compressor with throttle valve or clever brooks-type combination; Backfiller; Backhoe on farm-type tractor, under 45 hp; Bull float; Cherry picker under 15 ton; Chip spreader, self-propelled; Concrete pump; Concrete mesh depressor, independently operated; Concrete spreader, power-driven; End loader under 1 1/2 cu. yd.; Excavating loader, portable; Finishing machine and bull float; Guniting machine; Head greaser; Mesh or steel placer; Multiple tamping machine (RR); P.C.C. concrete belt placer; Pull grader, power control; Refrigerating machine, freezing operation; Ross carrier; Sheepfoot roller (self-propelled); Tamper (multiple vibrating, asphalt, waterbound macadam, bituminous macadam, brick surface); Trench machine, 24"

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and under; Tube float; Welder

GROUP 3: Assistant plant engineer; Base paver (Jersey or similar type machine); Concrete finishing machine; Concrete mixer, less than 21 cu. ft.; Curb machine; Farm tractor, including farm tractor with all attachments except backhoe and including high lift end loaders of 1 cu. yd. capacity or less; Fire tender on boiler; Hoist, 1 drum; Operator, 5 pieces of minor equipment; Paving breaker; Power broom, self-propelled; Roller, earth and sub-base material; Slurry seal machine; Spike machine (RR); Tamper (multiple vibrating, earth and sub-base material); Throttle valve and fire tender combination on horizontal or upright boiler; Tractaire with drill; Tractor, 50 h.p. or over; Well point system; Widener, APSCO or similar type

GROUP 4: Air compressor; Assistant to engineer, oiler; Automatic dry batch plant; Bituminous distributor; Bituminous patching tamper; Belt spreader; Broom and belt machine; Chair cart, self-propelled; Coleman-type screen; Conveyor, portable; Digger post hole, power-driven; Fork lift, under 10 ton; Form grader; Form tamper, motor-driven; Generator; Greaser helper; Hetherington driver; Hetherington helper; Hydra seeder; Operator, 1 through 4 pieces of minor equipment; Outboard or inboard motor boat; Power curing spraying machine; Power saw, concrete, power-driven; Pug mill; Pull broom, power-type; Seaman tiller; Straw blower or brush mulcher; Striping machine paint, motor-driven; Sub grader; Tractaire, tractor, below 50 h.p.; Truck crane oiler, driver; Spreader; Water pump; Welding machine, 2 of 300 amps or over

ENGI0103K 04/01/1993

	Rates	Fringes
BENTON, CARROLL, CASS, CLINTON, DELAWARE, FAYETTE, GRANT, HAMILTON, HANCOCK, HENRY, HOWARD, JOHNSON, MADISON, MARION, MIAMI, RANDOLPH, RUSH, SHELBY, TIPPECANOE, TIPTON, UNION, WABASH, WAYNE AND WHITE COUNTIES:		

POWER EQUIPMENT OPERATORS:

UNDERGROUND & UTILITY CONSTRUCTION:

GROUP 1	18.79	5.46
GROUP 2	17.07	5.46
GROUP 3	16.15	5.46
GROUP 4	14.65	5.46

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air compressor (pressurizing shafts, tunnels and divers); Air tugger; Auto patrol; Backfiller; Backhoe; Boom cat; Boring machine; Bulldozer; Caisson drilling machine; Cherry picker; Compactor (with dozer blade); Concrete mixer, dual drum; Concrete plant; Concrete pump; Crane with all attachments; Crane, electric overhead; Derrick; Dual-purpose truck (Pitman-type);

Ditching machine 18" and over; Dredge; Elevators, when hoisting materials or tools; Fork lift; Formless paver; Generator, power for welders or compressors; Gradall; Helicopter; Helicopter winch operator; High lift - front end loader; Hoist backhoe; Locomotive and/or Dinky engine; Mechanic on job site; Mucking machine; Panel board concrete plant; Pile driver; Push cat; Scoop and tractor; Scraper, rubber-tired; Spreader, tractor-mounted; Straddle carrier, Ross-type; Sub base finish machine (C.M.I. or similar); Tower crane; Tractor with backhoe, 1/2 yd. and over; Trench box, power-driven; Tunnel shield; Welder (craft)

GROUP 2: A-frame truck; Batch plant, automatic dry batch; Bending machine, power-driven; Bituminous mixer; Bituminous paver; Bituminous plant engineer; Boatman; Bull float; Compactor or tamper, self-propelled; Concrete mixer, 21 cu. yd. or over; Concrete spreader, power-driven; Ditching machines, less than 18"; Drilling machine; Finish machines and bull float; Finishing machine; Fire tender, pile driving and boilers; Guniting machine; Head greaser; Mechanic; Mesh depressor; Mesh placer; P.C.C. concrete belt placer; Roller (asphalt, stone and sub base); Rotary drill; Sheepsfoot roller, self-propelled; Sub grader; Throttle valve with air compressor or boiler; Tractor with backhoe, under 1/2 yd.; Tractor, highlift, farm type; Tractor, industrial type; Tractor with winch; Well points; Winch truck

GROUP 3: Air compressor, 210 cu. ft. and over; Bituminous distributor; Chair cart; Concrete curing machine; Concrete saw; Dope pot, power-agitated; Flex plane; Form grader; Hydro-hammer; Jack, hydraulic, power-driven; Minor equipment operator, 2, 3, 4, 5; Paving joint machine; Post hole digger; Roller, earth; Throttle valve; Track jack, power-driven; Tractor, farm-type; Truck crane driver

GROUP 4: Air compressor, less than 210 cu. ft.; Concrete mixer, under 21 cu. ft.; Conveyor; Generator; Mechanical heater; Oilier; Power broom; Pump; Welding machine

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	Rates	Fringes
ELKHART, FULTON, JASPER, KOSCIUSKO, LAGRANGE, MARSHALL, NEWTON, NOBLE, PULASKI AND STARKE COUNTIES:		

POWER EQUIPMENT OPERATOR:

HEAVY AND HIGHWAY CONSTRUCTION:

GROUP 1	19.00	6.50
GROUP 2	17.40	6.50
GROUP 3	16.10	6.50
GROUP 4	14.70	6.50
GROUP 5	11.45	6.50

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1: Air compressors in manifold with throttle valve; Asphalt plant engineer; Auto grade or similar type machine; Auto patrol; Automatic Sub-Grade; Backhoe or farm type tractor, 45 hp and over; Ballast regulator (RR); Barrier Wall Machine; Batch Plants (Concrete & Asphalt); Bituminous mixer; Bituminous paver; Bituminous plant engineer; Boring Machine; Bulldozer; Caisson drilling machine; Cherry picker, 15 ton or over; Chip spreader; Concrete mixer, 21 cu. ft. or over; Concrete Belt Placer; Concrete Paver; Concrete Pump (Truck Mounted); Concrete Saw (track mounted); Concrete Spreader (power driven); Core drilling machine; Crane or derrick with any attachment (including clamshell, dragline, shovel, backhoe, etc.); Curb Machine; Gutter Machine; Dredge engineer; Dredge operator; Drilling machine on which the drill is an integral part; Earthmover, rubber-tired (paddle wheel, 616, 631, TS-24 or similar type); Earthmover, rubber-tired, tandem (.50 per hr. additional for each bowl); Elevating Grader; Forklift (10 ton or over); P.C.C. Formless Paver; Gradall; Gravel Processing Plant (portable); Operator of Guard Rail Post Driver; Highlift Shovel 1-1/2 cu.yd. or over) Frame; Hoist (2 drum & over); Helicopter crew; Hydraulic boom truck; Hydraulic Excavator; Loaded-Self propelled (belt chain wheel); Laser Screed; Locomotive operator; Mechanic; Mucking machine; P.C.C. Concrete Belt Placer; Panel board concrete plant (central mix type); Paver (Hetherington); Pavement Breaker; Pile driver, skid or crawler; Road paving mixer; Rock breaking plant; Rock crushing plant (portable); Roller (asphalt, waterbound macadam, bituminous macadam, brick surface); Roller with dozer blade; Road Widener; Root rake (tractor-mounted); Roto Mill Grinder; Self-propelled widener; Stump remover; Surface heater and planer; Tandem push tractor (\$0.50 per hour additional); Tractor, boom; Winch or hoe head; Tractor (push); Tractor with scoop; Tractor-mounted spreader; Tree mover; Trench machine, over 24"; Tug boat operator; Well drilling machine; Widener (Apsco or similar type); Winch truck with A-frame

GROUP 2: Air compressor with throttle valve or Clever Brooks type combination; Backfiller; Farm type tractor (under 45 H.P.); Cherry picker under 15 ton; Chip spreader (self-propelled); Concrete pump (trailer type); Concrete mesh depressor, independently operated; End loader under 1 1/2 cu. yd.; Excavating loader (portable); Finishing machine and bull float; Gunite machine; Hydraulic Power unit; Head greaser; Mesh or steel placer; Multiple tamping backhoe on machine (RR); Bull float (bidwell Machine); Refrigerating machine-operation; Ross Carrier; Sheepfoot roller (self-propelled); Tamper-Multiple Vibrating (Asphalt, Waterbound, Macadam, Bituminous Macadam, Brick Surface); Trench machine (24" and under); Tube float; Water Pull/Wagon; Welder

GROUP 3: Assistant plant engineer; Base paver (Jersey or similar type machine); Concrete finishing machine; Concrete mixer, less than 21 cu. ft.; Curb machine; Farm tractor, including farm tractor with all attachments except backhoe and

including high lift end loaders of 1 cu. yd. capacity or less; Fireman, on boiler; Hoist, 1 drum; Operator, 5 pieces of minor equipment; Paving breaker; Power broom, self-propelled; Roller, earth and sub-base material; Power Saw-Concrete (Power Driven); Slurry seal machine; Spike machine (RR); Sub-surface Material Distributor; Tamper (multiple vibrating, earth and sub-base material); Throttle valve; Throttle Valve and fireman combination on horizontal or upright boiler; Tractaire with drill; Well Point

GROUP 4: Air compressor; Assistant to engineer, oiler; Bituminous patching tamper; Belt spreader; Broom and belt machine; Chair cart, self-propelled; Coleman-type screen; Conveyor, portable; Deck-hand Digger post hole, power-driven; Forklift, under 10 ton; Form grader; Form tamper, motor-driven; Generator; Greaser helper; Hetherington driver; Hetherington helper; Hydra seeder; Operator, 2 pieces of minor equipment; Outboard or inboard motor boat; Power curing spraying machine; Pug mill; Pull broom, power type; Seaman tiller; Straw blower or brush mulcher; Striping machine paint, motor-driven; Sub-grader; Tractaire; Tractor, below 50 h.p.; Truck crane oiler; Spreader; Water pump

GROUP 5: Skid Steer Loader 3/4 cu.yd. or under

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	Rates	Fringes
WASHINGTON COUNTY:		
POWER EQUIPMENT OPERATORS:		
GROUP 1	19.15	4.75
GROUP 2	16.70	4.75
GROUP 3	14.72	4.75

Note:

Boom - cranes w/booms over 100', including jib - +.50 tandem pulls, tandem dozers, or tandem push tractor - combination rate of +.50 for each additional unit; Men working underground - 10%

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air compressors in manifold with throttle valve; Asphalt plant engineer; Autograde (CMI); Auto patrol; Backhoe (all); Ballast regulator (RR); Bituminous plant (engineer); Bituminous mixer; Bituminous paver; bulldozer; Caisson drilling machine; Cherry picker; Chip spreader (self-propelled); Cold grinder or similar type equipment; Concrete mixer (21 cu. ft. or over); Concrete pump truck mounted; Core drilling machine; Crane or derrick with any attachment (including clamshell, dragline, shovel, backhoe, etc.); Dredge operator; Drilling machine on which the drill is an integral part; Earth mover (paddle wheel);

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Elevating grader; End loader; Gradall; Gravel processing plant (portable); Guardrail post driver operator; Head greaser; Hi-lift shovel-endloader; Hoist (2 drums and over); Helicopter crew; Hydraulic boom truck; Hydro demolition equipment; Locomotive operator; Mechanic; Mucking machine; Multi-bank drill operator; Panel board concrete plant-central mix type; Paver; Pile driver; Road paving mixer; Rock breaking plant; Rock crushing plant (portable); Roller with dozer blade; Root rake (tractor mounted); Self-propelled hydraulic drill; Self-propelled widener; Spider or snorkel crane; Stump remover-tractor-mounted; Surface heater and planer; Tractor boom, winch or hoe head; Tractor push; Tractor with scoop; Tractor-mounted spreader; Tree mover; Trench machine (over 24'); Tug boat operator; Well drilling machine

GROUP 2: Air compressor with throttle valve or Clever Brooks type combination; Backfiller; Base paver; Bull float; Concrete finishing machine; Concrete mesh depressor; Concrete spreader; Dredge engineer; Excavator loader; Fireman; Forklift; Hoist; Mesh or steel placer; Minor equipment operator; Multiple tamping machine; P.C.C concrete placer; Paving breaker; Power broom; Pull grader; Refrigerating machine; Roller; Ross carrier; Sheepfoot roller; Tamper; Trench machine 24' and under; Tube float; Well point system; Widener; Winch truck with A-frame

GROUP 3: Air compressor, oiler; Automatic dry batch plant; Bituminous distributor; Bituminous patching tamper; Belt spreader; Broom and belt machine; Brush burner; Chair cart; Coleman-type screen; Cold grinder, oiler; Concrete mixer; Conveyer; Curb machine; Deckhand; Digger, post hole, power-driven; Farm tractor; Form grader; Form tamper; Generator; Gunite machine; Hetherington driver; Hydra seeder; Mechanical heater; Minor equipment operator (1 thru 4 pieces); Earth roller; Form grader; Generator; Guard rail driver; Heater; Outboard; Power saw; Pugmill; Pull broom; Seaman tiller; Slurry seal machine; Spreader; Straw blower or brush mulcher; Striping machine; Sub grader; Throttle valve; Tractaire with drill; Truck crane and multi-drill oiler-driver; Water pump

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	Rates	Fringes
BARTHOLOMEW, BROWN, CLARK, CRAWFORD, DEARBORN, DECATUR, DUBOIS, FLOYD, FRANKLIN, GIBSON, HARRISON, JACKSON, JEFFERSON, JENNINGS, LAWRENCE, MARTIN, OHIO, ORANGE, PERRY, PIKE, POSEY, RIPLEY, SCOTT, SPENCER, SWITZERLAND, VANDERBURGH AND WARRICK COUNTIES:		

POWER EQUIPMENT OPERATORS:
HEAVY AND HIGHWAY CONSTRUCTION:

GROUP 1	19.15	4.75
GROUP 2	16.70	4.75
GROUP 3	14.72	4.75

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air compressor in manifold with throttle valve; Asphalt plant engineer; Auto grade or similar type machine; Bituminous mixer; Bituminous paver; Bituminous plant engineer; Bulldozer; Caisson drilling machine; Cherry picker, all; Ballast regulator (RR); Chip spreader, self-propelled; Cold grinder or similar type equipment; Concrete mixer, 21 cu. ft. or over; Concrete pump, truck-mounted; Core drilling machine; Crane or derrick with any attachment (including clamshell, dragline, shovel, backhoe, etc.); Dredge operator; Drilling machine on which the drill is an integral part; Earth mover, rubber-tired, tandem 0.50 per hour additional; Elevating grader; Endloader, Hi-lift shovel; P.C.C. formless paver; Gradall; Gravel processing plant, portable; Guardrail post driver operator; Head greaser; Hi-lift shovel, endloader; Hoist (2 drums and over); Helicopter crew; Hydraulic boom truck, Keystone, Skimmer Scoop; Loader, self-propelled (belt, chain wheel); Locomotive operator; Mechanic; Mucking machine; Multi-bank drill operator; Panel board concrete plant, central mix type; Paver, Hetherington; Pile driver, skid or crawler; Road paving mixer; Rock breaking plant; Rock crushing plant, portable; Roller (asphalt, waterbound, macadam, bituminous macadam, brick surface); Roller, with dozer blade; Root rake, tractor-mounted; Stump remover, tractor-mounted; Surface heater and planer; Tandem push tractor, \$0.50 per hour additional; Tractor, boom winch or hoe head; Tractor, push; Tractor with scoop; Tractor-mounted spreader; Tree mover; Trench machine, over 24"; Tug boat operator; Welder; Well drilling machine; Self-propelled widener

GROUP 2: Air compressor with throttle valve or clever brooks-type combination; Backfiller, base paver, Jersey or similar type machine; Bull float; Concrete finishing machine; Concrete mesh depressor, independently operated; Concrete spreader, power-driven; Dredge engineer; Excavator loader, portable; Fire tender on boiler; Forklift, regardless of ton; Hoists, 1 drum; Mesh or steel placer; Minor equipment operator, 5 pieces; Multiple tamping machine (RR); P.C.C. concrete placer; Paving breaker; Power broom, self-propelled; Pull grader, power-controlled; Refrigerating machine, freezing operation; Roller, earth and sub-base material; Ross carrier (Straddle buggy); Sheepfoot roller, self-propelled without blade; Tamper, multiple vibrating (asphalt, waterbound macadam, bituminous macadam, brick surface); Tamper, multiple vibrating (earth and sub-base material); Trench machine, 24" and under; Tube float; Well point system; Widener, Apsco or similar type; Winch truck with A-frame

GROUP 3: Air compressor assistant to engineer, oiler; Assistant plant engineer; Automatic dry batch plant; Bituminous distributor; Bituminous patching tamper; Belt spreader; Broom and belt machine; Brush burner; Chair cart, self-propelled; Coleman-type screen; Cold grinder oiler; Concrete mixer, less than 21 cu. ft.; Conveyor, portable; Curb machine; Deckhand; Digger (post

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hole, power-driven); Farm tractor, including farm tractor with all attachments (except backhoe, Hi-lift endloaders); Form grader; Form tamper, motor-driven; Generator; Gunite machine; Hetherington driver; Hetherington helper; Hydra seeder; Mechanic's helper; Mechanical heater; Minor equipment operator, 1 through 4 pieces; Curing spraying machine; Power saw, concrete (power-driven); Pug mill pull broom, power type; Seaman tiller; Slurry seal machine; Spike machine; Straw blower or brush mulcher; Stripping machine (paint, motor-driven); Sub grader; Throttle valve; Tractaire with drill; Truck crane and multi-drill oiler, driver; Spreader; Water pump

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	Rates	Fringes
BARTHOLOMEW, BROWN, CLARK, CRAWFORD, DEARBORN, DECATUR, DUBOIS, FLOYD, FRANKLIN, GIBSON, HARRISON, JACKSON, JEFFERSON, JENNINGS, LAWRENCE, MARTIN, OHIO, ORANGE, PERRY, PIKE, POSEY, RIPLEY, SCOTT, SPENCER, SWITZERLAND, VANDERBURGH, WARRICK AND WASHINGTON COUNTIES:		

POWER EQUIPMENT OPERATORS:

UNDERGROUND & UTILITY CONSTRUCTION:

GROUP 1	18.58	4.75
GROUP 2	16.14	4.75
GROUP 3	14.05	4.75

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: A-frame winch truck; Air compressor 900 cu. ft. and over; Air tugger; Autograde (CMI); Auto patrol; Backhoe; Ballast regulator (RR); Batch plant (electrical control concrete); Bending machine (pipe); Bituminous plant (engineer); Bituminous plant; Bituminous mixer travel plant; Bituminous paver; Bituminous roller; Buck hoist; Bulldozer; Cableway; Chicago boom; Clamshell; Concrete mixer, 21 cu. ft. or over; Concrete paver, concrete pump, crete; Crane; Craneman; Crusher plant; Derrick; Derrick boat; Dinky; Dope pots (pipeline); Dragline; Dredge operator; Dredge engineer; Drill operator; Elevator grader; Elevator; Ford hoe, or similar type equipment; Forklift; Formless paver; Gantry crane; Gradall; Graderman; Hopto; Hough loader or similar type; Hydro crane; Motor crane; Mucking machine; Multiple tamping machine (RR); Overhead crane; Pile driver; Pulls; Push dozer; Push boats; Roller (sheep foot); Ross Carrier; Scoop; Shovel; Side boom; Swing crane; Trench machine; Welder (heavy duty; Truck-mounted concrete pump; Truck-mounted drill; Well point; Whirlies

GROUP 2: Air compressor, up to 900 cu. ft.; Brakeman; Bull float; Concrete mixer, over 10S and under 21S; Concrete spreader or puddler; Deck engine; Electric vibrator compactor (earth or rock); Finishing machine; Fireman; Greaser, on grease facilities

servicing heavy equipment; Material pump; Motor boats; Portable loader; Post hole digger; Power broom; Rock roller; Roller, wobble wheel (earth and rock); Spike machine (RR); Seaman tiller; Spreader rock; Sub grader; Tamping machine; Welding machine; Widener, Apsco or similar type

GROUP 3: Assistant engineer; Bituminous distributor; Cement gun; Concrete saw; Conveyor; Deckhand oiler; Drill helper; Earth roller; Form grader; Generator; Guard rail driver; Heater; JLG lifts; Oiler; Paving joint machine; Power traffic signal; Scissor lift; Steam Jenny; Truck crane oiler; Vibrator; Water pump

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	Rates	Fringes
REMAINDER OF COUNTIES:		

POWER EQUIPMENT OPERATORS:

GROUP 1	18.60	6.60
GROUP 2	12.35	6.60

GROUP 1: Power Cranes, Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tornadoizer. Concrete Mixers with Skip, Tournamixer, Two-Drum Machine, One-Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Truck Crane, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or Similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Farm Tractor with Half Yard Bucket and/or Backhoe Attachments, Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or Similar Type Machine, Truck or Skid Mounted Concrete Pump, Tower Crane, Engine or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with Dual Attachment, Tractor Mounted Loaders, Cherry Picker, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machines Including Well Testing, Caissons, Shaft or Any Similar Type Drilling Machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Equipment Greased), Barber-Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw and Similar Types, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver - Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart-Self Propelled, Hydra Seeder, Straw Blower Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker (Backhoe Attached), Lull (or Similar Type Machine), Two Air Compressors, Compressors Hooked in Maifold, Overhead Crane, Chip

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Spreader, Mud Cat, Sull-Air Fork Lifts (Except When Used For Landscaping Work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator and Similar Types or Equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck Operator.

GROUP 2: Concrete Mixers Without Skips, Rock Crusher, Ditching Machine Under 6', Curbing Machine, One Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine-Mounted Post Hole Digger, Two to Four Generators, Water Pumps, or Welding Machines, within 400 ft., Air Compressor 600 cu. ft. and Under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lifts (When Used For Landscaping Work, Concrete and Blacktop Curb Machine, Farm Tractor with less than Half Yard Bucket, One Water Pump, Iolers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for Hoisting Material, Engine Tenders, Wagon Drill, Flex Plane, Conveyor, Siphons nad Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operators on Trucks, Tampers, Self-Propelled Power Broom, Striping Machine (Motor Driven), Form Tamper, Bulk Cement Plan Equipment Greaser, Deck Hands, Truck Crane Oilier Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Farm Tractor, Super Sucker (And Similar Type of Equipment).

FOOTNOTE: Employees operating booms from 149 ft. to 199 ft. including jib, shall receive an additional seventy five cents (.75) per hour above the rate. Employees operating booms over 199 ft. including jib, shall receive an additional one dollar and twenty five cents (\$1.25) per hour above the regular rate.

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BOONE, FOUNTAIN, HENDRICKS, MONROE,
MONTGOMERY, MORGAN AND WARREN
COUNTIES:

Rates

Fringes

POWER EQUIPMENT OPERATORS:

GROUP 1	18.60	6.60
GROUP 2	12.35	6.60

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Power cranes; Draglines; Derricks; Shovels; Gradalls; Mechanics; Tractor highlift; Tournadozer; Concrete mixers with skip; Tournamixer; Two-drum machine; One-drum hoist with tower or boom; Cableways; Tower machines; Motor patrol; Boom tractor; Boom or winch truck; Winch or hydraulic boom truck; Truck crane; Tournapull; Tractor operating scoops; Bulldozer; Push tractor; Asphalt planer; Finishing machine on asphalt; Large rollers on earth; Rollers on asphalt mix; Ross carrier or similar machine; Gravel processing machine; Asphalt plant engineer; Paver

operator; Farm tractor with half yard bucket and/or backhoe attachments; Dredge engineer or dredge operator; Central mix plant engineer; CMI or similar type machine; Truck or skid-mounted concrete pump; Tower crane; Engine or rock crusher plant; Concrete plant engineer; Ditching machine with dual attachment; Tractor-mounted loaders; Cherry picker; Hydro crane; Standard or Dinkey locomotives; Scoopmobiles; Euclid loader; Soil cement machine; Backfiller; Elevating machine; Power blade; Drilling machines including well testing; Caissons; Shaft or any similar type drilling machines; Motor-driven paint machine; Pipe cleaning machine; Pipe wrapping machine; Pipe bending machine; Apsco paver; Boring machine (head equipment greaser); Barber-Greene loaders; Formless paver (well point system); Concrete spreader; hydra ax; Span saw and similar types; Marine Scoops; Brush mulcher; Brush burner; Mesh placer; Tree mover; Helicopter crew (3); Piledriver - skid or crawler; Stump remover; Root rake; Tugboat operator; Refrigerating machine; Freezing operator; Chair cart - self-propelled; Hydra seeder; Straw blower; Power sub grader; Bull float; Finishing machine; Self-propelled pavement breaker (backhoe attached); Lull (or similar type machine); Two air compressors; Compressors hooked in manifold; Overhead crane; Chip spreader; Mud cat; Sull-air fork lifts (except when used for landscaping work); Soil stabilizer (Seaman tiller, Bo Mag, Rago Gator and similar types of equipment); Tube float; Spray machine; Curing machine; Concrete or asphalt milling machine; Snooper truck operator

GROUP 2: Concrete mixers without skips; Rock crusher; Ditching machine under 6'; Curbing machine; One-drum machines without tower or boom; Air tugger; Self-propelled concrete saw; machine-mounted post hole digger; Two to four generators; Water pumps or welding machines, within 400 ft.; Air compressor 600 cu. ft. and under; Rollers on aggregate and seal coat surfaces; Fork lifts (when used for landscaping work); Concrete and blacktop curb machine; Farm tractor with less than half yard bucket; One water pump; Oilers; Air valves or steam valves; One welding machine; Truck jack; Mud jack; Gunnite machine; House elevators when used for hoisting material; Engine tenders; Wagon drill; Flex plane; Conveyor; Siphons and pulsometer; Switchman; Fireman on paint pots; Fireman on asphalt plants; Distributor operators on trucks; Tampers; Self-propelled power broom; Striping machine (motor-driven); Form tamper; Bulk cement plant; Equipment greaser; Deckhands; Truck crane oiler-driver; Cement blimps; Form grader; Temporary heat; Throttle valve; Farm tractor; Super sucker (and similar type of equipment)

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JASPER, NEWTON, PULASKI AND STARKE
 COUNTIES:

Rates

Fringes

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GRANTS MANAGER

POWER EQUIPMENT OPERATORS:

UNDERGROUND & UTILITY CONSTRUCTION:

GROUP 1	19.70	4.30
GROUP 2	19.20	4.30
GROUP 3	17.25	4.30
GROUP 4	16.05	4.30

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Mechanic; Asphalt plant; Autograde; Batch plant; Benoto (requires 2 engineers); Boiler and throttle valve; Boring machine (mining machine); Caisson rigs; Central Redi-mix plant; Combination backhoe-endloader with backhoe bucket over 1/2 cu. yd.; Combination tugger hoist and air compressor; Compressor and throttle; Concrete breaker (truck-mounted); Concrete conveyor; Concrete paver over 27E cu. ft.; Concrete paver 27E cu. ft. and under; Concrete pump with boom (truck-mounted); Concrete tower; Cranes and backhoes, all attachments; Cranes, Hammerhead tower; Creter cranes; Derricks, all; Derricks, traveling; Forklift, lull type; Forklift, 10 ton and over; Hoists, 1, 2 and 3 drum; Hoist, 2 tugger - one floor; Hydraulic boom truck; Locomotives, all; Motor patrol; Mucking machine; Pile driving and skid rig; Pit machines; Pre-stress machines; Pumpcrete and similar types; Rock drill, self-propelled; Rock drill, truck-mounted; Slip form paver; Straddle buggies; Tractor with boom and side boom; Trenching machine; Winch tractors

GROUP 2: Asphalt spreader; Boilers; Bulldozers; Combination backhoe-endloader with backhoe bucket 1/2 cu. yd. and under; Engineer acting as conductor in charge of crew; Grader, elevating; Greaser engineer; Grouting machines; Highlift shovels or front endloader; Hoists, automatic; Corboy drilling machines; Hoists, all elevators; Hoists, tugger, single drums; Post hole digger; Roller, all; Scoops, tractor-drawn; Stone crushers; Tournapull; Winch trucks

GROUP 3: Concrete mixer (2 bag and over); Conveyor, portable; Steam generators; Tractor, farm and similar type; Air compressor, small, 150 and under, 1 to 3 not to exceed a total of 300 ft.; Air compressor, large, over 150; Combination, small equipment operator; Forklift, under 10 ton; Generator; Pump, 1 to 3 not to exceed a total of 325 ft.; Pumps; Well points; Welding machines (2 through 5); Winches, 4 electric drill winches

GROUP 4: Heater, mechanical (1 to 5); Oilers; Switchmen

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Rates

Fringes

ADAMS, ALLEN, BLACKFORD, DEKALB,
HUNTINGTON, JAY, STEUBEN, WELLS
AND WHITLEY COUNTIES:

POWER EQUIPMENT OPERATORS:
UNDERGROUND & UTILITY CONSTRUCTION:

GROUP 1	15.65	5.40
GROUP 2	14.34	5.40
GROUP 3	13.67	5.40
GROUP 4	12.50	5.40

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air compressor (pressurizing shafts, tunnels & divers); Air tugger; Auto patrol; Backfiller; Backhoe; Boom cat; Boring machine; Bulldozer; Caisson drilling machine; Cherry picker; Compactor (with dozer blade); Concrete mixer (dual drum); Concrete plant; Crane with all attachments; Crane - electric overhead; Derrick; Dual-purpose truck (Pitman type); Ditching machine (18" and over); Dredge; Elevators (when hoisting material or tools); Fork lift; Formless paver; Helicopter; Helicopter winch operator; High lift - front end loader; Hoist; Locomotive and/or dinky engine; Mechanic on jobsite; Mucking machine; Panel board concrete plant; Pile driver; Push cat; Scoop & tractor; Scraper - rubber-tired; Spreader - tractor-mounted; Straddle carrier - Ross type; Sub base finish machine (C.M.I. or similar); Tower crane; Tractor with backhoe (1/2 yd. and over); Trench box - power-driven; Tunnel shield

GROUP 2: A-frame truck; Batch plant (automatic dry plant); Bending machine - power-driven; Bituminous mixer; Bituminous paver; Bituminous plant engineer; Boatman; Bull float; Compactor or tamper - self-propelled; Concrete mixer (21 cu. ft. or over); Concrete spreader - power-driven; Ditching machine (less than 18"); Finish machine & bull float; Finishing machine; Fire tender - pile driving & boilers; Gunite machine; Head greaser; Mesh depressor - mesh placer; P.C.C. concrete belt placer; Roller - asphalt, stone & sub base; Rotary drill; Sheepfoot roller - self-propelled; Spreader or base paver - self-propelled; Sub grader; Throttle valve with air compressor or boiler; Tractor with backhoe (under 1/2 yd.); Tractor - high lift - farm type; Tractor - industrial type; Tractor with winch; Well points; Winch truck

GROUP 3: Air compressor (210 cu. ft. & over); Bituminous distributor; Chair cart; Concrete curing machine; Concrete saw; Dope pot - power-agitated; Flex plane; Form grader; Hydrohammer; Jacks - hydraulic power-driven; Minor equipment operator (2, 3, 4); Paving joint machine; Post hole digger; Roller - earth; Throttle valve; Track jack - power-driven; Tractor - farm type; Truck crane driver

GROUP 4: Air compressor (less than 210 cu. ft.); Concrete mixer (under 21 cu. ft.); Conveyor; Generator; Mechanical heater; Oiler; Power broom; Pump; Welding machine

IRON0022B 06/01/1994

	Rates	Fringes
BARTHOLOMEW, BOONE (REMAINDER OF COUNTY), BROWN, CLINTON (SOUTHWEST CORNER), DECATUR (W 3/4), DELAWARE (REMAINDER OF COUNTY), FAYETTE (W 1/3), FRANKLIN (NW TIP), GRANT (REMAINDER OF COUNTY), HAMILTON, HANCOCK, HENDRICKS, HENRY, HOWARD, JACKSON, JENNINGS (NORTHWEST 2/3), JOHNSON, LAWRENCE (REMAINDER OF COUNTY), MADISON, MONROE (REMAINDER OF COUNTY), MONTGOMERY (SOUTHEASTERN TIP), MORGAN, OWEN (SOUTHEASTERN TIP), PUTNAM (EASTERN 1/3), RANDOLPH (SW TIP), RUSH (REMAINDER OF COUNTY), SHELBY, TIPTON, AND WAYNE COUNTIES:		

IRONWORKERS	19.70	7.32
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MARION COUNTY

IRONWORKERS	19.55	7.32
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IRON0044P 10/01/1993

	Rates	Fringes
DEARBORN, DECATUR (REMAINDER OF COUNTY), FAYETTE (REMAINDER OF COUNTY), FRANKLIN (REMAINDER OF COUNTY), JEFFERSON (REMAINDER OF COUNTY), JENNINGS (REMAINDER OF COUNTY), OHIO, RIPLEY, RUSH (SOUTHEASTERN TIP), SWITZERLAND, AND UNION (SOUTHERN 1/3)		

IRONWORKERS:

STRUCTURAL, MACHINERY		
MOVERS, RIGGERS	19.25	5.98
FENCE ERECTORS	17.33	5.98

IRON0070B 06/01/1994

	Rates	Fringes
CLARK, CRAWFORD, FLOYD, HARRISON, JACKSON (SOUTHERN 3/4); JEFFERSON (EXCLUDING NORTHEASTERN TIP); JENNINGS (SOUTHERN 3/4), LAWRENCE (SOUTHERN 2/3), MARTIN (SOUTHEASTERN 2/3), ORANGE, PERRY (EASTERN 3/4); SCOTT AND WASHINGTON COUNTIES:		

IRONWORKERS	17.02	8.65
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IRON0103A 08/01/1993

	Rates	Fringes
DAVISS (S 1/2), DUBOIS, GIBSON, KNOX (S 1/2), MARTIN (SW 1/3), PERRY (W 1/4), PIKE, POSEY, SPENCER, VANDERBURGH, AND WARRICK		

IRONWORKERS	18.85	6.30
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IRON0147P 06/01/1994

	Rates	Fringes
ADAMS, ALLEN, BLACKFORD AND DEKALB, COUNTIES; DELAWARE COUNTY (NORTHEAST THIRD OF COUNTY); FULTON COUNTY (EAST PART); GRANT COUNTY (EXCLUDING SOUTHWEST PORTION); HUNTINGTON AND JAY COUNTIES; MIAMI COUNTY (NORTHEAST HALF); NOBLE COUNTY (EXCLUDING NORTHEAST TIP); STEUBEN, WABASH, WELLS AND WHITLEY COUNTIES:		

IRONWORKER	16.75	9.52
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IRON0290D 06/01/1994

	Rates	Fringes
FAYETTE (NE 1/4), RANDOLPH (S. PART OF COUNTY EXCLUDING WINCHESTER BUT INCLUDING UNION CITY) UNION (NORTHERN 2/3), AND WAYNE (REMAINDER OF COUNTY) COUNTIES		

IRONWORKERS

WITHIN 25 MILES OF DAYTON
LOCAL UNION OFFICE
BEYOND 25 MILES OF DAYTON
LOCAL UNION OFFICE

17.74	7.50
17.89	7.50

IRON0292E 06/01/1994

	Rates	Fringes
ELKHART, FULTON (N. 2/3), KOSCIUSKO (REM. OF COUNTY), LAGRANGE (W. 1/3), MARSHALL, MIAMI (NW TIP), NOBLE (NW TIP), PULASKI (NE HALF) & STARKE COUNTIES		

IRONWORKERS	16.05	7.73
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IRON0372P 06/01/1994

	Rates	Fringes
DEARBORN, DECATUR (REMAINDER OF COUNTY), FAYETTE (SE CORNER), FRANKLIN (S 3/4), OHIO, RIPLEY (REM. OF COUNTY), SWITZERLAND (REM. OF COUNTY), & JENNINGS (NE TIP) COUNTIES:		

IRONWORKERS:

Reinforcing

20.32	5.28
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IRON0379D 06/01/1993

	Rates	Fringes
BENTON (REMAINDER OF COUNTY), BOONE (NORTHWESTERN 1/3), CARROLL, CASS, CLINTON (WESTERN 3/4), FOUNTAIN, FULTON (REMAINDER OF COUNTY), HOWARD (REMAINDER OF COUNTY), JASPER (SOUTHEASTERN 1/3), MIAMI (REMAINDER OF COUNTY), MONTGOMERY (REMAINDER OF COUNTY), NEWTON (SOUTHERN HALF), PARKE (NORTHWESTERN TIP), PULASKI (REMAINDER OF COUNTY), TIPPECANOE, WARREN, AND WHITE COUNTIES		

IRONWORKERS	17.08	7.78
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IRON0395C 06/01/1994

	Rates	Fringes
JASPER (NORTHERN 1/2), NEWTON (NORTHERN 1/2), PULASKI (NORTHWESTERN TIP) COUNTIES		

IRONWORKERS:

IRONWORKERS	21.73	8.66
SHEETER	21.98	8.66

IRON0439A 06/01/1994

	Rates	Fringes
CLAY, DAVIESS, (REM. OF COUNTY), GREENE, KNOX (REM. OF COUNTY), LAWRENCE (NW 1/3), MARTIN (NW 2/3), MONROE (SW 1/4), MONTGOMERY (REM. OF COUNTY), OWEN (EXCL. NE TIP), PARKE (REM. OF COUNTY), PUTNAM (EXCL. NE 1/3), SULLIVAN, VERMILLION, AND VIGO COUNTIES		

IRONWORKERS	18.67	6.87
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IRON0465C 06/01/1994

	Rates	Fringes
BENTON (NORTHWESTERN TIP), JASPER (REMAINDER OF COUNTY), NEWTON (REMAINDER OF COUNTY)		

IRONWORKERS	21.10	8.32
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LABO0999D 04/01/1994

	Rates	Fringes
LABORERS:		
HEAVY & HIGHWAY CONSTRUCTION:		

GROUP 1	13.57	3.90
GROUP 2	13.87	3.90
GROUP 3	14.52	3.90
GROUP 4	14.57	3.90
GROUP 5	13.27	3.65

CAISSON & TUNNEL WORK IN FREE AIR:

GROUP 1	13.77	3.90
GROUP 2	13.87	3.90
GROUP 3	13.92	3.90
GROUP 4	14.07	3.90

LABORER CLASSIFICATIONS

HEAVY/HIGHWAY-UTILITY CONSTRUCTION

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar

mastic, and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plate erector; Rip-rap installer (all products and materials); Road marking and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; Sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; Concrete puddler; Concrete rubber; Concrete saw operator; Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven compactor or tamper operator; Power saw operator; Pumpcrete assembly man; Screed man or screw man on asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural members; Side rail setter (for sidewalks, side ditches, radii and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Concrete conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator; carpenter tender; continuous steel rod or mat installer, laborer instrument man; conduit installer, water pumps

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole erector; Sewer pipe layer; Water line installer, temporary or permanent; Welder (electric or oxy-acetylene) in connection with waterline and sewer work; hod carriers (tending bricklayers); TV'ing and associated grouting of utility lines

GROUP 3: Air track and wagon drillman; Concrete barrier rail form setter; Dynamite and powder man; General leadman

GROUP 4: Concrete finisher; Transverse and longitudinal hand bull float man; Concrete saw joint control cutting

GROUP 5: Hazardous waste removal

CAISSON & TUNNEL WORK IN FREE AIR:

GROUP 1: Bottomman, concrete men
 GROUP 2: Mucker and tunnel laborer
 GROUP 3: Concrete headman
 GROUP 4: Miner or headerman

LABO0999E 04/01/1994

JASPER AND NEWTON COUNTIES:

LABORERS:

UTILITY CONSTRUCTION:

GROUP 1

Rates

Fringes

15.82

3.90

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GRANTS MANAGEMENT

GROUP 2	16.12	3.90
GROUP 3	16.77	3.90
GROUP 4	16.82	3.90
GROUP 5	14.69	3.65

ALL UTILITY CONSTRUCTION LABORER CLASSIFICATIONS

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plate erector; Rip-rap installer (all products and materials); Road marking and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; concrete puddler; concrete rubber; Concrete saw operator; Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven compactor or tamper operator; Power saw operator; Pumpcrete assembly man; Screed man or screw man on asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural members; Side rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Transverse and longitudinal hand bull float man; Concrete conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole erector; Sewer pipe layer; Water line installer, temporary or permanent; Welder (electric or oxy-acetylene) in connection with waterline and sewer work, Hod Carrier (tending bricklayers); TVing and associated grouting of utility lines

GROUP 3: Air track and wagon drillman; Concrete barrier rail form setter; Dynamite and powder man; General leadman

GROUP 4: Concrete Finisher; Transverse and Longitudinal hand bullfloat man; Concrete Saw Joint Control cutting;

GROUP 5: Hazardous waste removal

LAB00999F 04/01/1994

Rates

Fringes

STARKE COUNTY:

LABORERS:

UTILITY CONSTRUCTION:

GROUP 1	15.57	3.90
GROUP 2	15.87	3.90
GROUP 3	16.52	3.90
GROUP 4	16.57	3.90
GROUP 5	14.69	3.65

LABO0999G 04/01/1994

	Rates	Fringes
CLAY, ELKHART, FOUNTAIN, GREENE, HENDRICKS, OWEN, PARKE, PUTNAM, SULLIVAN, VERMILLION, VIGO, WARREN, BARTHOLOMEW, BROWN, DEARBORN, DECATUR, FRANKLIN, JACKSON, JENNINGS, JOHNSON, LAWRENCE, MARTIN, MONROE, MORGAN, OHIO, ORANGE, RIPLEY, CLARK, CRAWFORD, FLOYD, HARRISON, JEFFERSON, PERRY, SCOTT, SWITZERLAND, and WASHINGTON COUNTIES:		

LABORERS:

UTILITY CONSTRUCTION:

GROUP 1	13.77	3.90
GROUP 2	14.07	3.90
GROUP 3	14.72	3.90
GROUP 4	14.77	3.90
GROUP 5	13.27	3.65

LABO0999H 04/01/1994

	Rates	Fringes
KOSCIUSKO, LAGRANGE AND MARSHALL COUNTIES:		

LABORERS:

UTILITY CONSTRUCTION:

GROUP 1	13.57	3.90
GROUP 2	13.87	3.90
GROUP 3	14.52	3.90
GROUP 4	14.57	3.90
GROUP 5	13.27	3.65

LABO0999I 04/01/1994

	Rates	Fringes
ADAMS, ALLEN, BENTON, BLACKFORD, BOONE, CARROLL, CASS, CLINTON, DEKALB, DELAWARE, FAYETTE, FULTON, GRANT, HAMILTON, HANCOCK, HENRY, HOWARD, HUNTINGTON, JAY, MADISON, MARION, MIAMI, MONTGOMERY, NOBLE, PULASKI, RANDOLPH, RUSH, SHELBY, STEUBEN, TIPPECANOE, TIPTON, UNION, WABASH, WAYNE, WELLS, WHITE AND WHITLEY COUNTIES:		

LABORERS:

UTILITY CONSTRUCTION:

GROUP 1	13.57	3.90
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AUG 12 1994
GRANTS MANAGEMENT

GROUP 2	13.87	3.90
GROUP 3	14.52	3.90
GROUP 4	14.57	3.90
GROUP 5	13.27	3.65

LABO0999J 04/01/1994

	Rates	Fringes
DAVISS, DUBOIS, GIBSON, KNOX, PIKE, POSEY, SPENCER, VANDERBURGH AND WARRICK COUNTIES:		

LABORERS:

UTILITY CONSTRUCTION:

GROUP 1	14.07	3.90
GROUP 2	14.37	3.90
GROUP 3	15.02	3.90
GROUP 4	15.07	3.90
GROUP 5	13.27	3.65

PAIN0008C 07/01/1992

	Rates	Fringes
PULASKI AND STARKE COUNTIES		

PAINTERS:

Brush	18.30	4.50
Drywall Tapers	18.50	4.50
Paperhangers	18.55	4.50
Spray and Sandblasting	19.25	4.50

PAIN0003S 07/01/1992

	Rates	Fringes
STATEWIDE		
PAIN0012; PAIN0047; PAIN0080; PAIN0118; PAIN0156; PAIN0197; PAIN0460; PAIN0469; PAIN0669; PAIN1118		

PAINTERS:

PAINTERS (STRUCTURAL STEEL
AND BRIDGES)

GROUP I	26.00
GROUP 2	25.00
GROUP 3	17.00

GROUP I: Rigger, Sandblaster, Waterblaster, Lead
Based Paint Abatement and Spray Applicator of Paints,
Epoxies, Surface Seals and Masonry Coatings.

GROUP II: Brush and Roller Applicator of Paints,
Epoxies, Surface Seals and Masonry Coatings. the
Operation of Trucks, Air Compressors, and Equipment.

GROUP III: Groundmen-Equipment Tender, Tenders of Scaupots, Paint

Spray Equipment, Waterblast Pumps, Handlers of
Pollution Control-Containment and Coverings, Traffic
Control, Handlers of Sand and Paint Materials, and
the Clean Up of Materials and Debris in Support of
Journeymen and Apprentices during Painting
Operations.

PAIN0012H 06/13/1992		
DEARBORN, OHIO, RIPLEY AND SWITZERLAND COUNTIES:	Rates	Fringes
PAINTERS:		
COMMERCIAL AND INDUSTRIAL:		
Brush & Roller	17.00	3.55

PAIN0047P 06/01/1992		
BROWN, DECATUR, JENNINGS, CLAY, DECATUR, JACKSON, LAWRENCE, MARTIN, ORANGE, OWEN, AND PUTNAM COUNTIES	Rates	Fringes
PAINTERS:		
Brush, Roller	17.01	3.86
Spray and Sand-Blasting,	18.01	3.86

PAIN0156A 04/01/1993		
DAVIESS, DUBOIS, GIBZSON, KNOX, PERRY, PIKE, POSSEY, SPENCER, VANDERBURGH, AND WARRICK COUNTIES	Rates	Fringes
BRUSH & ROLLER	18.25	3.53
DRYWALL FINISHERS	18.50	3.53
SPRAY, SANDBLAST, POWER TOOLS, WATERBLAST & STEAM CLEANING	19.25	3.53
MASTICS, CREOSOTES KEWINCH KOATE, & COAL TAR EPOXY	19.25	3.53
SPRAY of MASTICS CREOSOTES, KWENCH KOATE, COAL TAR EPOXY	20.95	3.53

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GRANTS MANAGEMENT

	Rates	Fringes
PAIN0197A 07/17/1993		
GREENE, PARKE, SULLIVAN, VERMILLION AND VIGO COUNTIES:		
PAINTERS:		
Brush & Roller,	18.60	4.27
Spray & Pot Man	20.10	4.27
Sandblasting & Structures over 100'	20.60	4.27
Steel up to 30'	18.85	4.27
Structures over 30'	19.60	4.27

	Rates	Fringes
PAIN0460B 07/01/1992		
WHITE COUNTY:		
PAINTERS:		
Brush	19.35	4.67
Painter Mitts	19.60	4.67
Spray and Sandblasting	20.30	4.67

	Rates	Fringes
PAIN0469C 06/01/1991		
ADAMS, ALLEN, DEKALB, HUNTINGTON, LAGRANGE, NOBLE, STEELEN, WABASH, WELLS AND WHITLEY COUNTIES:		
PAINTERS:		
Brush, Roller, Paperhangers & Tapers	15.20	3.37
Spray, Sandblaster, Steam Cleaning & Water Blasters	16.20	3.37
Ground & Pot Tenders (Spray - Sandblaster)	15.70	3.37
HEIGHT RATE:		
31' - 60'	15.15	3.37
61' - 100'	15.55	3.37
OVER 101'	15.75	3.37
GROUND TO 30'	14.74	3.37

	Rates	Fringes
PAIN0669A 04/01/1993		
BLACKFORD, DELAWARE, HOWARD, JAY, MADISON, MIAMI AND TIPTON COUNTIES;		

PAINTERS:

Brush; Wall-Covering; Taping	16.10	2.90
Spray	17.10	2.90
Sandblasting	17.10	2.90

PAIN1118P 06/01/1992

	Rates	Fringes
FULTON COUNTY		
PAINTERS - DRYWALL TAPERS & FINISHERS - PAPERHANGERS	14.21	4.15

PAIN1165M 07/01/1993

	Rates	Fringes
CLAY COUNTY; GREENE COUNTY (NORTHERN HALF); OWEN, PARKE AND PUTNAM COUNTIES; SULLIVAN COUNTY (NORTHEASTERN THIRD); VERMILLION AND VIGO COUNTIES:		

GLAZIERS	20.50	3.29
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PLAS0005E 06/01/1993

	Rates	Fringes
SULLIVAN COUNTIES:		
CEMENT MASONS	19.53	3.10

PLAS0101A 06/01/1989

	Rates	Fringes
FULTON AND MARSHALL COUNTIES; PULASKI COUNTY (SOUTHERN 1/3):		

CEMENT MASONS	15.28	4.04
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PLAS0101C 06/01/1989

	Rates	Fringes
ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WELLS AND WHITLEY COUNTIES:		

CEMENT MASON	14.30	2.60
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PLAS0998A 01/08/1993

	Rates	Fringes
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AUG 12 1994

GRANTS MANAGEMENT

BENTON COUNTY (REMAINDER OF COUNTY);
 FOUNTAIN COUNTY (REMAINDER OF
 COUNTY); AND WARREN COUNTY
 (REMAINDER OF COUNTY):

CEMENT MASONS	16.35	1.00
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PLAS0998B 01/08/1993

	Rates	Fringes
JASPER COUNTY (NORTHEASTERN PORTION WEST TO BUT NOT INCLUDING WESTFIELD); PULASKI COUNTY (NORTHERN 2/3); AND STARKE COUNTY:		

CEMENT MASONS	19.01	4.86
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PLAS0998C 01/08/1993

	Rates	Fringes
JASPER COUNTY (REMAINDER OF COUNTY); AND NEWTON COUNTY:		

CEMENT MASONS	18.20	3.63
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PLAS0999N 01/07/1993

	Rates	Fringes
ELKHART, LAGRANGE AND KOSCIUSKO COUNTIES:		

CEMENT MASONS	16.50	4.01
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PLAS0999O 01/07/1993

	Rates	Fringes
BLACKFORD, DELAWARE, GRANT, JAY, RANDOLPH AND WABASH COUNTIES:		

CEMENT MASONS	15.45	1.85
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PLAS0999P 01/07/1993

	Rates	Fringes
DECATUR, FAYETTE, FRANKLIN, RUSH, UNION AND WAYNE COUNTIES:		

CEMENT MASONS	12.45	1.80
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PLAS0999Q 01/07/1993	Rates	Fringes
BARTHOLOMEW, BROWN, DEARBORN, JACKSON, JEFFERSON, JENNINGS, LAWRENCE, OHIO, ORANGE, RIPLEY AND SCOTT COUNTIES; SHELBY COUNTY (EXCEPT PARTS ENDING AT PLEASANT VIEW); SWITZERLAND AND WASHINGTON COUNTIES:		

CEMENT MASONS	14.70	
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PLAS0999R 01/07/1993

	Rates	Fringes
CLARK, FLOYD AND HARRISON COUNTIES:		

CEMENT MASONS	13.14	3.32
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PLAS0999S 01/07/1993

	Rates	Fringes
CRAWFORD, DUBOIS, PERRY, POSEY, SPENCER, VANDERBURGH AND WARRICK COUNTIES:		

CEMENT MASONS	14.85	2.10
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PLAS0999T 01/07/1993

	Rates	Fringes
DAVIESS, GIBSON, KNOX, MARTIN AND PIKE COUNTIES:		

CEMENT MASONS	11.95	1.60
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PLAS0999V 01/07/1993

	Rates	Fringes
CLAY COUNTY; OWEN COUNTY (SOUTHWESTERN PANHANDLE ONLY); PARKE, PUTNAM, VERMILLION AND VIGO COUNTIES:		

CEMENT MASONS	13.05	1.05
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GRANTS MANAGEMENT

PLAS0999W 01/07/1993
MONROE COUNTY; MORGAN COUNTY
(SOUTHERN 1/2); AND OWEN
COUNTY (REMAINDER OF COUNTY):

Rates

Fringes

CEMENT MASONS 13.50

PLAS0999X 01/07/1993

Rates

Fringes

BOONE COUNTY; HAMILTON COUNTY
(SOUTHERN 1/2 NORTH TO ROUTE
INDIANA 32 INCLUDING NOBLESVILLE);
HANCOCK COUNTY (SOUTHWESTERN
CORNER NORTH TO BUT NOT
INCLUDING WILKINSON AND EAST TO
BUT NOT INCLUDING FORTHVILLE);
HENDRICKS, JOHNSON AND MARION
COUNTIES; MORGAN COUNTY
(NORTHERN HALF); SHELBY COUNTY
(PARTS ENDING AT PLEASANT VIEW):

CEMENT MASONS 15.55

3.67

PLAS0999Y 01/07/1993

Rates

Fringes

HAMILTON COUNTY (REMAINDER OF COUNTY);
HANCOCK COUNTY (REMAINDER OF COUNTY);
HENRY, MADISON AND TIPTON COUNTIES:

CEMENT MASONS 15.28

4.05

PLAS0999Z 01/07/1993

Rates

Fringes

BENTON COUNTY (EASTERN 2/3); CARROLL,
CASS AND CLINTON COUNTIES;
FOUNTAIN COUNTY (EASTERN 1/2);
HOWARD, MIAMI, MONTGOMERY
AND TIPECANOE COUNTIES; WARREN
COUNTY (NORTHEASTERN 1/3); AND
WHITE COUNTY:

CEMENT MASONS 14.33

2.60

PLUM0107P 06/01/1992

	Rates	Fringes
CLARK, CRAWFORD, FLOYD, HARRISON, JEFFERSON AND SCOTT COUNTIES		

PLUMBERS:

Plumbing contracts over \$100,000.00	19.81	4.20
Plumbing contracts of \$100,000.00 or less	14.89	4.20

PLUM0136C
LAWRENCE AND JACKSON COUNTIES:

PLUM0136C 04/01/1993

	Rates	Fringes
DAVISS, DUBOIS, GIBSON, JACKSON, LAWRENCE, MARTIN, MONROE, ORANGE, OWEN, PERRY, PIKE, POSEY, SPENCER AND VVANDERBURGH COUNTIES		

PLUMBERS & STEAMFITTERS	21.12	5.85
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PLUM0157C 05/01/1994

	Rates	Fringes
BENTON, CARROLL, CLINTON, FOUNTAIN, MONTGOMERY, TIPECANOE, WARREN AND WHITE COUNTIES:		

PLUMBER & PIPEFITTER	22.65	4.40
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PLUM0166A 06/01/1993

	Rates	Fringes
ADAMS, ALLEN, BLACKFORD, DE KALB, GRANT, HUNTINGTON, NOBLE, STEUBEN, WABASH, WELLS AND WHITLEY COUNTIES:		

PLUMBER & PIPEFITTER	22.40	4.25
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PLUM0172A 06/01/1993

	Rates	Fringes
CASS, FULTON, JASPER (S of the N. Side of the City of Rensselear). MARSHALL, PULASKI AND STARKE COUNTIES		

PLUMBERS & PIPEFITTERS	19.80	4.49
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PLUM0307B 06/02/1990

	Rates	Fringes
NEWTON COUNTY		

PLUMBER & PIPEFITTER	20.41	4.80

PLUM0392G 11/01/1993		
DEARBORN, OHIO, RIPLEY AND SWITZERLAND COUNTIES:	Rates	Fringes
PIPEFITTERS & STEAMFITTERS	20.61	6.04

PLUM0433B 01/08/1993		
JASPER (REMAINDR OF COUNTY)	Rates	Fringes
PLUMBER & PIPEFITTER	19.95	6.11

PLUM0440C 06/01/1993		
BARTHOLOMEW, BOONE, HAMILTON, HANCOCK, HENDRICKS, HOWARD, JOHNSON AND MARION COUNTIES; MIAMI COUNTY (SOUTH OF A STRAIGHT LINE WHERE ROUTE 218 ENTERS W. BOUNDARY); MORGAN, SHELBY AND TIPTON COUNTIES:	Rates	Fringes
PLUMBERS & PIPEFITTERS	21.13	4.47

PLUM0661B 06/16/1993		
DELAWARE, FAYETTE, FRANKLIN, HENRY, JAY, MADISON, RANDOLPH, RUSH, UNION AND WAYNE COUNTIES	Rates	Fringes
PLUMBER PIPEFITTER and STEAMFITTERS	21.13	4.43

ROOF0106P 06/01/1992		
MARTIN COUNTY	Rates	Fringes
ROOFERS	16.33	4.67

ROOF0999A 12/07/1992		
ROOFERS:	Rates	Fringes
Clay, Greene, Owen, Parke, Sullivan, Vermillion and Vigo Counties	16.25	2.00

SFIN0669B 06/01/1992		
SPRINKLER FITTERS	Rates 21.49	Fringes 6.03

SHEE0999B 12/07/1992		
Clay, Greene, Martin, Owen, Parke, Putnam, Sullivan, Vermillion and Vigo Counties	Rates	Fringes
SHEET METAL WORKERS	18.83	5.95 + 3%

TEAM0089M 03/31/1994		
TRUCK DRIVERS:	Rates	Fringes
CLARK, FLOYD, HARRISON COUNTIES		
GROUP 1	14.68	218.70+a
GROUP 2	14.86	218.70+a
GROUP 3	14.96	218.70+a
GROUP 4	14.89	218.70+a

FOOTNOTE
a. Per Week

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Greaser, Tire Changer

GROUP 2 - Truck Mechanic, Single Axle Dump & Flatbed; Semi-Trailer or Pole Trailer when used to pull building materials & equipment; Tandem Axle Dump; Distributor; & Mixer

GROUP 3 - Euclid, Other Heavy Earth moving Equipment & Lowboy; Winch & A-Frame when used in transporting materials; Ross Carrier; Forklift when used to transport building materials; & Pavement Breaker

GROUP 4 - Driver on mixer trucks all types

TEAM0135D 04/01/1992		
TRUCK DRIVERS:	Rates	Fringes
GROUP 1	15.08	179.00/wk+.07
GROUP 2	15.13	179.00/wk+.07
GROUP 3	15.18	179.00/wk+.07
GROUP 4	15.23	179.00/wk+.07

GROUP 5	15.28	179.00/wk+.07
GROUP 6	15.33	179.00/wk+.07
GROUP 7	15.38	179.00/wk+.07
GROUP 8	15.43	179.00/wk+.07
GROUP 9	15.48	179.00/wk+.07
GROUP 10	14.93	179.00/wk+.07
GROUP 11	15.03	179.00/wk+.07
GROUP 12	15.58	179.00/wk+.07

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Single axle straight trucks; Batch trucks, wet or dry 3 (34E) axle or less; Single axle Grease and maintenance truck used to service on-road trucks

GROUP 2: Single axle fuel and water trucks

GROUP 3: Single axle "dog-legs", and tandem truck or dog-legs; Winch trucks or A-frames when used for transportation purposes; Drivers on batch trucks, wet or dry over 3 (34E) batches and tandem axle grease and maintenance truck used to service on-road trucks

GROUP 4: Tandem axle fuel trucks; tandem axle water trucks; butuminous distributors (two-man)

GROUP 5: Tandem trucks over 15 tons payload; Single axle semi trucks; Farm tractors hauling material; Mixer trucks (all types); Trucks pulling tilt-top trailer single axle; Single axle low-boys; Truck-mounted pavement breakers

GROUP 6: Tandem trucks or "dog-legs"; Semi-water Truck; Sprinkler Truck; Heavy equipment-type water wagons, 5,000 gallons and under; butuminous distributors (one-man)

GROUP 7: Tri-axle trucks; Tandem axle semi trucks; Equipment when not self-loaded or pusher loaded, such as Koehring or similar dumpsters, track trucks, Euclid bottom dump and hug bottom dump, tournatrailers, tournarockers, Acey wagons or for similar equipment (12c yds or less); Mobile mixer truck; Tandem Axle trucks pulling tilt-top trailer; Tandem - Axle lowboy; Tri-Axle batch Truck; Tri-Axle grease and maintenance truck used to service on-road trucks

GROUP 8: Tandem-tandem semi trucks; Truck mechanics and welders; Heavy equipment-type water wagon over 5,000 gallons; Tri-Axle Trucks pulling tilt-top trailer; Low-boys, tandem-tandem axle

GROUP 9: Low-boys, tandem tri-axle; Acey wagons up to and including 3 buckets; Equipment when not self-loaded or pusher loaded, such as kochring or similar dumpsters, Track Trucks, Euclid bottom dump and hug bottom dump, Tournatrailers, Tournarockers, Acey wagons or for similar equipment (over 12co.

yds.)

GROUP 10: Pick-up trucks

GROUP 11: Tenders; Greasers; Tire men; Batch board tenders;
Warehouseman

GROUP 12: Acey wagon (over 3 buckets)

WELDERS - Receive rate prescribed for craft performing operation
to which welding is incidental.

=====

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates
listed under that identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations
indicate unions whose rates have been determined to be
prevailing.

END OF GENERAL DECISION

STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES

CERTIFICATE OF APPROVAL OF CONSTRUCTION IN A FLOODWAY

APPLICANT:

Daviess-Martin County Joint
Parks & Recreation Board
P.O. Box 245
Loogootee, IN 47553

AGENT:

Commonwealth Engineers, Inc.
Steve W. Chafin
7256 Company Drive
Indianapolis, IN 46237

STREAM:

UNT West Boggs Creek
(West Boggs Lake)

AUTHORITY:

IC 13-2-22, 310 IAC 6-1

PROJECT DESCRIPTION:

A steel sheet pile weir with 2 stop plank structures will be placed on the upstream side of the St. Marys Road culvert crossing. The weir will be of semi-circular shape with crest elevation at 502.0 feet, N.G.V.D. (normal pool at about 499.6 feet, N.G.V.D.). In addition, a 10-foot wide shot rock pile extending 15 feet on both banks will be placed across the creek at a point approximately 1,500 feet upstream of the proposed weir structure. Details of the project are shown on plans received at the Division of Water on September 2, 1993, December 15, 1993, June 15, 1994, and July 13, 1994.

PROJECT LOCATION:

At the upstream side of the C.R. 1200 East (St. Mary's Road) Crossing and at approximately 400 feet downstream of C.R. 600 North at/near Ragelsville, Van Buren Township, Daviess County
NW NE¼, Section 34, T. 4N, R. 5W, Loogootee Quadrangle
UTM Coordinates: Downstream = 4288050 North, 505075 East, Upstream = 4288200 North, 504625 East

AUTHORIZATION AND APPEAL NOTICE:

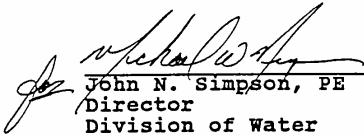
This signed document constitutes the issuance of a permit by the Natural Resources Commission, or its designee, subject to the conditions as stated on the pages entitled "General Conditions" and "Specific Conditions". This permit or any of the conditions which it contains may be appealed by applying for administrative review. Such review is governed by the Administrative Orders and Procedures Act, IC 4-21.5, and by the Department's rules relating to adjudicative proceedings, 310 IAC 0.6. In order to obtain an appeal, a written petition must be filed within 18 days of the mailing of this notice. It should be addressed to:

Mr. Stephen L. Lucas, Director
Division of Hearings
Room 4272
402 West Washington Street
Indianapolis, Indiana 46204

The petition should contain specific reasons for the appeal and indicate the portion(s) of the permit to which the appeal pertains. If an appeal is filed, the Natural Resources Commission will make the final agency determination following a legal proceeding conducted before an Administrative Law Judge.

August 12, 1994

Date



John N. Simpson, PE
Director
Division of Water

Documents prepared by: Jimmy Yee

STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES

SPECIFIC CONDITIONS

- (1) other than those measures necessary to satisfy the "General" and "Specific" conditions, there shall be no deviation from the information received at the Division of Water on the following date(s) without the prior written approval of the Department of Natural Resources:

Information received: September 02, 1993, December 15, 1993, June 15, 1994, and July 13, 1994

- (2) this approval shall become void if construction has not been initiated within 24 months from August 12, 1994
- (3) seed and mulch all disturbed areas not protected by other methods
- (4) maintain functional erosion and sediment control measures until all disturbed areas are stabilized
- (5) seed and protect all disturbed streambanks with erosion control blankets as soon as possible to stabilize soil and enhance establishment of vegetation
- (6) protect all 3:1 slopes or steeper with erosion control blankets as soon as possible after seeding when they are not protected by other methods
- (7) seed and mulch all bare and disturbed areas as soon as possible after properly spreading the dredged material
- (8) minimize and contain within the project limits all tree and brush clearing and provide the opportunity to utilize cleared trees of firewood and timber size
- (9) if this project singly or cumulatively involves ½ acre or more of tree (of any size) removal, a mitigation plan must be developed, approved, and implemented to provide reforestation at no less than a 2:1 acreage ratio
- (10) revegetate all bare and disturbed areas with a mixture of grasses (excluding all varieties of tall fescue), legumes, and woody species upon completion
- (11) minimize and contain within the project limits inchannel disturbance and the clearing of trees and brush
- (12) revegetate disturbed banks as soon as possible after construction to prevent erosion
- (13) do not leave felled trees, brush, or other debris in the floodway

STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES

GENERAL CONDITIONS

- (1) This permit must be posted and maintained at the site of the permitted activity until the project is complete.
- (2) If any archaeological artifacts or human remains are uncovered during construction, federal law and regulations (16 USC 470, et seq.; 36 CFR 800.11, et al) and state law (IC 14-3-3.4) require that work must stop and that the discovery must be reported to the Division of Historic Preservation and Archaeology within two (2) business days.
- (3) This permit should not be construed as a waiver of any local ordinance or other state or federal laws.
- (4) This permit does not relieve the permittee of the responsibility of obtaining additional permits, approvals, easements, etc. as required by other federal, state, and local agencies. These agencies include, but are not limited to:
 - U.S. Army Corps of Engineers, Louisville District
 - Indiana Department of Environmental Management
 - Daviess County Drainage Board
 - Local city or county planning and zoning commission
- (5) This permit does not relieve the permittee of any liability for the effects which the project may have upon the safety of life and property of others.
- (6) This permit may be revoked by the Department for violation by the applicant of any condition, or applicable statute or rule.
- (7) This permit shall not be assignable or transferable without the prior, written consent of the Department.
- (8) The Department shall have the right to enter upon the site of the permitted activity for the purpose of inspecting the authorized work.
- (9) The receipt and acceptance of this permit by the applicant shall be considered as acceptance of all "General" and "Specific" conditions contained therein.

STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES

CERTIFICATE OF APPROVAL OF CONSTRUCTION IN A FLOODWAY

APPLICANT:

Daviess-Martin County Joint
Parks & Recreation Board
P.O. Box 245
Loogootee, IN 47553

AGENT:

Commonwealth Engineers, Inc.
Steve W. Chafin
7256 Company Drive
Indianapolis, IN 46237

STREAM:

Shurn Creek
(West Boggs Lake)

AUTHORITY:

IC 13-2-22, 310 IAC 6-1

PROJECT DESCRIPTION:

A steel sheet pile weir with three stop plank structures will be placed across the lake for the purpose of nutrient and sediment removal. The top of the weir will be at elevation 501.3 feet, N.G.V.D. (normal pool at about 499.6 feet, N.G.V.D.), In addition, a 10' wide shot rock pile extending 15 feet on both banks will be place across the creek at a point approximately 1,500 feet downstream of the C.R. 1050 West crossing. Details of the project are shown on plans received at the Division of Water on September 2, 1993, December 15, 1993, June 15, 1994, and July 13, 1994.

PROJECT LOCATION:

At approximately 3,700 feet east of C.R. 1050 East and about 3,100 feet north of C.R. 350 North (Downstream Limits)
at/near Ragelsville, Van Buren Township, Daviess County
E $\frac{1}{4}$, SW $\frac{1}{4}$, SW $\frac{1}{4}$, Section 3, T. 3N, R. 5W, Loogootee Quadrangle
UTM Coordinates: Downstream = 4285100 North, 503700 East, Upstream = 4285100 North, 503200 East

AUTHORIZATION AND APPEAL NOTICE:

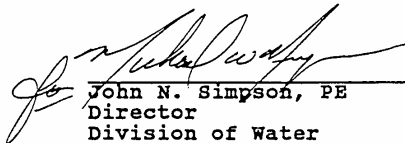
This signed document constitutes the issuance of a permit by the Natural Resources Commission, or its designee, subject to the conditions as stated on the pages entitled "General Conditions" and "Specific Conditions". This permit or any of the conditions which it contains may be appealed by applying for administrative review. Such review is governed by the Administrative Orders and Procedures Act, IC 4-21.5, and by the Department's rules relating to adjudicative proceedings, 310 IAC 0.6. In order to obtain an appeal, a written petition must be filed within 18 days of the mailing of this notice. It should be addressed to:

Mr. Stephen L. Lucas, Director
Division of Hearings
Room W272
402 West Washington Street
Indianapolis, Indiana 46204

The petition should contain specific reasons for the appeal and indicate the portion(s) of the permit to which the appeal pertains. If an appeal is filed, the Natural Resources Commission will make the final agency determination following a legal proceeding conducted before an Administrative Law Judge.

August 12, 1994
Date

Documents prepared by: Jimmy Yee



John N. Simpson, PE
Director
Division of Water

STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCESSPECIFIC CONDITIONS

- (1) other than those measures necessary to satisfy the "General" and "Specific" conditions, there shall be no deviation from the information received at the Division of Water on the following date(s) without the prior written approval of the Department of Natural Resources:

Information received: September 02, 1993, December 15, 1993, June 15, 1994, and July 13, 1994

- (2) this approval shall become void if construction has not been initiated within 24 months from August 12, 1994
- (3) seed and mulch all disturbed areas not protected by other methods
- (4) maintain functional erosion and sediment control measures until all disturbed areas are stabilized
- (5) seed and protect all disturbed streambanks with erosion control blankets as soon as possible to stabilize soil and enhance establishment of vegetation
- (6) protect all 3:1 slopes or steeper with erosion control blankets as soon as possible after seeding when they are not protected by other methods
- (7) seed and mulch all bare and disturbed areas as soon as possible after properly spreading the dredged material
- (8) minimize and contain within the project limits all tree and brush clearing and provide the opportunity to utilize cleared trees of firewood and timber size
- (9) if this project singly or cumulatively involves ½ acre or more of tree (of any size) removal, a mitigation plan must be developed, approved, and implemented to provide reforestation at no less than a 2:1 acreage ratio
- (10) revegetate all bare and disturbed areas with a mixture of grasses (excluding all varieties of tall fescue), legumes, and woody species upon completion
- (11) minimize and contain within the project limits inchannel disturbance and the clearing of trees and brush
- (12) revegetate disturbed banks as soon as possible after construction to prevent erosion
- (13) do not leave felled trees, brush, or other debris in the floodway

STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES

GENERAL CONDITIONS

- (1) This permit must be posted and maintained at the site of the permitted activity until the project is complete.
- (2) If any archaeological artifacts or human remains are uncovered during construction, federal law and regulations (16 USC 470, et seq.; 36 CFR 800.11, et al) and state law (IC 14-3-3.4) require that work must stop and that the discovery must be reported to the Division of Historic Preservation and Archaeology within two (2) business days.
- (3) This permit should not be construed as a waiver of any local ordinance or other state or federal laws.
- (4) This permit does not relieve the permittee of the responsibility of obtaining additional permits, approvals, easements, etc. as required by other federal, state, and local agencies. These agencies include, but are not limited to:

U.S. Army Corps of Engineers, Louisville District
Indiana Department of Environmental Management
Daviess County Drainage Board
Local city or county planning and zoning commission

- (5) This permit does not relieve the permittee of any liability for the effects which the project may have upon the safety of life and property of others.
- (6) This permit may be revoked by the Department for violation by the applicant of any condition, or applicable statute or rule.
- (7) This permit shall not be assignable or transferable without the prior, written consent of the Department.
- (8) The Department shall have the right to enter upon the site of the permitted activity for the purpose of inspecting the authorized work.
- (9) The receipt and acceptance of this permit by the applicant shall be considered as acceptance of all "General" and "Specific" conditions contained therein.



DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, LOUISVILLE
CORPS OF ENGINEERS
P.O. BOX 59
LOUISVILLE, KENTUCKY 40201-0059
May 20, 1994

Operations and Readiness Division
Regulatory Branch (North)
ID No. 199301073-gdn

Mr. Robert Smolik
Daviess-Martin County Joint Park
and Recreation Board
P.O. Box 245
Loogootee, Indiana 47553

Dear Mr. Smolik:

Enclosed is Department of the Army (DA) Permit Number 199301073, authorizing the plan to place fill material in West Boggs Lake to facilitate the construction of water control structures. The purpose of the project is to raise the water elevation in order to increase the area and volume of wetlands and to reduce sediment and nutrient loading in the lake. The project is located along the causeway on St Mary's Road and within Section 34, Township 4 North, Range 5 West, in Daviess County, Indiana. Also enclosed is ENG Form 4336, "Notice of Authorization," which must be displayed at the construction site throughout construction.

Please indicate your acceptance of the terms and conditions of the permit by signing and dating both copies of the permit form on the lines provided for "Permittee" and "Date" and return one copy to us in the enclosed envelope. This permit will not be valid until we receive the signed copy. Upon completion of the work authorized under this permit, the enclosed Completion Report form must be completed and returned to this office.

Should any modification of the plans become necessary for any reason, approval from the District Engineer must be received prior to the start of the work. Copies of this letter will be sent to the appropriate coordinating agencies (see enclosure for addresses).

Sincerely,

Gerry Newell

Gerry Newell
Project Manager
Regulatory Branch

Enclosures

ADDRESSES FOR COORDINATING AGENCIES

Mr. Charles Orzechoskie
Chief, Wetlands Regulatory Unit
U.S. Environmental Protection Agency
Region V
77 West Jackson Boulevard
Chicago, Illinois 60604

Mr. Dave Hudak
Field Supervisor
U.S. Department of the Interior
Fish and Wildlife Service
620 South Walker Street
Bloomington, Indiana 47403-2121

Ms. Kathy Prosser
Commissioner
State of Indiana
Department of Environmental Management
P.O. Box 6015
Indianapolis, Indiana 46206-6015

Mr. Steve Jose
Environmental Supervisor
Division of Fish and Wildlife
Department of Natural Resources
402 West Washington Street, Room 273
Indianapolis, Indiana 46204

Mr. John N. Simpson, P.E., L.S.
Director
Division of Water
Indiana Department of Natural Resources
402 West Washington Street, Room W264
Indianapolis, Indiana 46204

Mr. Patrick R. Ralston
State Historic Preservation Officer
Indiana Department of Natural Resources
402 West Washington Street, Room 274
Indianapolis, Indiana 46204

DEPARTMENT OF THE ARMY PERMIT

Permittee: Daviess-Martin County Joint Park and Recreation Board

Permit No.: 199301073

Issuing Office: U.S. Army Engineer District, Louisville

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: To place fill material in West Boggs Lake to facilitate the construction of water control structures in order to raise the water elevation to increase the area and volume of existing wetlands. The project is located along the causeway on St. Mary's Road.

Project Location: Northeast Quarter of Section 34, Township 4 North, Range 5 West, on West Boggs Lake, in Daviess County, Indiana

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on May 31, 1997. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

- a. The permittee shall comply with the conditions outlined in the Section 401 Water Quality Certification granted by the Indiana Department of Environmental Management, dated April 14, 1994 (copy attached).
- b. The permittee shall ensure that all construction equipment is cleaned, maintained, and refueled at an upland site away from West Boggs Lake or any other drainageway, including wetland areas.

Further Information:

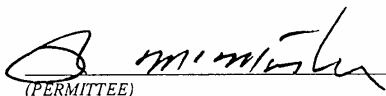
1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:
 - a. Section 404 of the Clean Water Act (33 U.S.C. 1344).
2. Limits of this authorization.
 - a. This permit does not obviate the need to obtain other Federal, state, or local authorization required by law.
 - b. This permit does not grant any property rights or exclusive privileges.
 - c. This permit does not authorize any injury to the property or rights of others.
 - d. This permit does not authorize interference with any existing or proposed Federal project.
3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
 - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
 - a. Your failure to comply with the terms and conditions of this permit.
 - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The

referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General condition 1 establishes a time limit of the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.


(PERMITTEE)

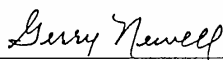
5/24/94
(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

HERBERT F. HARBACK
COLONEL, CORPS OF ENGINEERS

COMMANDER AND DISTRICT ENGINEER

5-20-94
(DATE)


BY: Gerry Newell
Project Manager
Regulatory Branch

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFEREE)

(DATE)



Approved 5/6/94

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, LOUISVILLE
CORPS OF ENGINEERS
P.O. BOX 59
LOUISVILLE, KENTUCKY 40201-0059
May 24, 1994

Operations and Readiness Division
Regulatory Branch (North)
ID No. 199301075-gdn

Mr. Robert Smolik
Daviness-Martin County Joint Park
and Recreation Board
P.O. Box 245
Loogootee, Indiana 47553

Dear Mr. Smolik:

Enclosed is Department of the Army (DA) Permit Number 199301075, authorizing the plan to construct an aluminized metal sheet piling dam across the Shurn Creek embayment of West Boggs Lake. The project would also involve the construction of concrete bunkers within the Shurn Creek channel to reduce flow velocity within the channel. The project is located in Sections 3 and 4, Township 3 North, Range 5 West, near Loogootee, Daviess County, Indiana. Also enclosed is ENG Form 4336, "Notice of Authorization," which must be displayed at the construction site throughout construction.

Please indicate your acceptance of the terms and conditions of the permit by signing and dating both copies of the permit form on the lines provided for "Permittee" and "Date" and return one copy to us in the enclosed envelope. This permit will not be valid until we receive the signed copy. Upon completion of the work authorized under this permit, the enclosed Completion Report form must be completed and returned to this office.

Should any modification of the plans become necessary for any reason, approval from the District Engineer must be received prior to the start of the work. Copies of this letter will be sent to the appropriate coordinating agencies (see enclosure for addresses).

Sincerely,

Gerry Newell

Gerry Newell
Project Manager
Regulatory Branch

Enclosures

ADDRESSES FOR COORDINATING AGENCIES

Mr. Charles Orzechoskie
Chief, Wetlands Regulatory Unit
U.S. Environmental Protection Agency
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77 West Jackson Boulevard
Chicago, Illinois 60604

Mr. Dave Hudak
Field Supervisor
U.S. Department of the Interior
Fish and Wildlife Service
620 South Walker Street
Bloomington, Indiana 47403-2121

Ms. Kathy Prosser
Commissioner
State of Indiana
Department of Environmental Management
P.O. Box 6015
Indianapolis, Indiana 46206-6015

Mr. Steve Jose
Environmental Supervisor
Division of Fish and Wildlife
Department of Natural Resources
402 West Washington Street, Room 273
Indianapolis, Indiana 46204

Mr. John N. Simpson, P.E., L.S.
Director
Division of Water
Indiana Department of Natural Resources
402 West Washington Street, Room W264
Indianapolis, Indiana 46204

Mr. Patrick R. Ralston
State Historic Preservation Officer
Indiana Department of Natural Resources
402 West Washington Street, Room 274
Indianapolis, Indiana 46204

DEPARTMENT OF THE ARMY PERMIT

Permittee: Daviess-Martin County Joint Park and Recreation Board

Permit No.: 199301075

Issuing Office: U.S. Army Engineer District, Louisville

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: To construct an aluminized metal sheet pile dam across the Shurn Creek embayment of West Boggs Lake. The purpose of the dam is to raise the water elevation to increase the size and volume of existing wetlands.

Project Location: The project is located on the Shurn Creek arm of West Boggs Lake, and within Sections 3 and 4, Township 3 North, Range 5 West, in Daviess County, Indiana.

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on May 31, 1997. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

- a. The permittee shall comply with the conditions outlined in the Section 401 Water Quality Certification granted by the Indiana Department of Environmental Management, dated April 14, 1994 (copy attached).

b. The permittee shall ensure that all construction equipment is cleaned, maintained, and refueled at an upland site away from West Boggs Lake or any other drainageway, including wetland areas.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:
 - a. Section 404 of the Clean Water Act (33 U.S.C. 1344).
2. Limits of this authorization.
 - a. This permit does not obviate the need to obtain other Federal, state, or local authorization required by law.
 - b. This permit does not grant any property rights or exclusive privileges.
 - c. This permit does not authorize any injury to the property or rights of others.
 - d. This permit does not authorize interference with any existing or proposed Federal project.
3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
 - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
 - a. Your failure to comply with the terms and conditions of this permit.
 - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

6/2/94
(DATE)

5-25-94

(DATE)

Gerry Newell

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(DATE)

CONTRACT FOR SERVICES

This contract is between the Indiana Department of Environmental Management (hereinafter referred to as the "State") and the Joint Daviess-Martin County Park and Recreation Board (hereinafter referred to as the "Contractor") organized as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1954 and duly authorized to transact business in the State of Indiana.

WHEREAS, the State desires to further nonpoint source (NPS) water pollution control efforts through a demonstration project involving the establishment of two (2) wetlands to reduce sediment and nutrient loads effecting West Boggs Lake;

WHEREAS, the State desires to contract for the services necessary to perform such wetlands project in the West Boggs Lake watershed;

WHEREAS, the Contractor has the expertise and is willing to perform the services necessary for such wetlands project in the West Boggs Lake watershed;

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Contractor

The Contractor shall provide the following services relative to this contract:

- A. The Contractor shall construct two (2) wetlands on the West Boggs Lake. These structures shall serve as sediment and nutrient traps, preventing the majority of these contaminants from reaching the main body of the lake. These structures shall be formed from aluminized steel sheeting in place of an earthen dam. The two wetlands will be designated as "Area 1" and "Area 2".

The Area 1 structure shall take advantage of the existing causeway and pipe arch structure. Sheet pilings shall form the bulk of the structure raising the water level an estimated 2.4 feet during storm events allowing contaminant to settle out as the water level drops. Small diversion

structures of shot rock shall be placed upstream in order to disperse the water entering the wetland.

The Area 2 structure shall be a sheet piling wall approximately six hundred (600) feet in length. It will temporarily raise the water level an estimated 1.8 feet during storm events. Shot rock diversions shall also be installed above this structure.

- B. The Contractor shall, in cooperation with the Daviess County and Martin County Soil and Water Conservation Districts (SWCDs), schedule a minimum of three (3) demonstration days so that landusers, local community officials, and the general public can attend in order to learn about this Lake Enhancement project.
- C. Products of this project shall include:
 - (i) construction of two unique sediment basin/wetland structures that shall effectively control most of the sediments and nutrients from entering Boggs Lake; and
 - (ii) a minimum of three (3) public tours with accompanying news articles that shall demonstrate the need for best management practices, lake enhancement activities, and land development regulations.
- D. The in-kind and cash match of non-federal funds shall be provided by the Contractor for the administration of the project and for the construction of the wetlands. (See Section 2. Consideration.)
- E. A total of three (3) written quarterly progress reports and the final written summary progress report will be prepared and submitted by the Contractor to the State (see Section 10. Progress Reports). The Contractor shall follow the schedule provided as Exhibit A: Schedule for Project Tasks appended hereto and incorporated by reference.

2. Consideration

Total remuneration under this contract shall not exceed \$38,900. (See Exhibit B: Total Estimated Project Expense Budget.) The Contractor is responsible for providing in addition to the services remunerated by the State an in-kind match as provided herein of at least \$153,800.

3. Term

This contract shall be for a period of sixteen (16) months.

It shall commence August 1, 1994 and shall terminate December 31, 1995.

4. Independent Contractor

Both parties hereto, in the performance of this contract, will be acting in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume any liability for any injury (including death) to any persons, or any damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and workmen's compensation insurance for its employees.

5. Work Standards

The Contractor agrees to execute its respective responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product or the working relationship with those individuals assigned to work on this contract, the State may request the replacement of any or all such individuals.

6. Examination of Accounts and Financial Reporting

The Contractor shall comply with the relevant requirements of IC 5-11, particularly IC 5-11-1-4, IC 5-11-1-7, IC 5-11-1-9, and IC 5-11-1-16, which provide that the State Board of Accounts examiner, personally or through the deputy examiners, field examiners, or private examiners, shall examine all accounts and all financial affairs of every public office and public officer, state office, state institution and entity.

As used in IC 5-11:

- (1) A "public office" means the office of any and every individual who for or on behalf of the State or any municipality or any public hospital holds, receives, disburses, or helps the accounts of the receipts and disbursements of any public funds.
- (2) A "public officer" means any individual who holds, receives, disburses or is required by law to keep any account of public funds or other funds for which the individual is accountable by virtue of the individual's public office.
- (3) A "municipality" means any county, township, city, town, school corporation, special taxing district, or other political subdivision of Indiana.
- (4) A "state" means any Indiana board, commission, department, division, bureau, committee, agency, governmental subdivision, military body,

authority, or other instrumentality of the state, but does not include a municipality.

- (5) An "entity" means any provider of goods, services, or other benefits that is:
- (a) maintained in whole or in part at public expense; or
 - (b) supported in whole or in part by appropriations or public funds or by taxation.

An entity does not include the state or a municipality, as defined above herein.

An examination of the accounts and financial affairs of a public office, a public officer, a state office, state institution, or entity shall be made without notice with an inquiry made to the following:

- (1) The financial condition and resources of each person, municipality, office, institution or entity.
- (2) Whether the laws of the State and the requirements of the state board of accounts, such as whether all disbursements of public money during the period subject to examination were made for the purposes for which the money was received, have been complied with by the person, municipality, office, institution or entity.
- (3) The methods and accuracy of the accounts and reports of the person, municipality, office, institution or entity examined.

Every municipality, and every state or local government unit, entity, or instrumentality must file with the State Board of Accounts examiner financial reports covering the full period of each fiscal year, with such reports being prepared, verified, and filed with the State Board of Accounts examiner within thirty (30) days after the close of each fiscal year.

7. Contract Confidentiality of State Information

The Contractor understands and agrees that data, materials and information disclosed to the Contractor may contain confidential and protected data, therefore, the Contractor promises and assures that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this contract will not be disclosed to others or discussed with other parties without the prior written consent of the State.

8. Confidentiality of Data, Property Rights in Products, and Copyright Prohibition

With the exception of the Contractor provided photographs and illustrations, the Contractor further agrees that all information, data, findings, recommendations, proposals, etc., by whatever name described and by whatever form therein, secured, developed, written, or produced by the Contractor in furtherance of this contract shall be the property of the State and that the Contractor shall take such action as is necessary under law to preserve such property rights in and out of the State while such property is within the control and/or custody of the Contractor. By this contract the Contractor specifically waives and/or releases to the State any cognizable property right in the Contractor to copyright or patent such information, data, findings, recommendations, proposals, etc.

9. Ownership of Documents and Materials

With the exception of the Contractor provided photographs and illustrations, all documents, records, programs, data, film, tape, articles, memos and other materials developed under this contract will be the property of the State of Indiana. Use of these materials other than related to contract performance by the Contractor without the prior written consent of the State is prohibited. During the performance of the services, specified, herein, the Contractor shall be responsible for any loss or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided herein, while they are in the possession of the Contractor and any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate and unrestricted access to the work product of the Contractor during the term of this contract shall be available to the State.

10. Progress Reports

The Contractor shall submit three (3) written quarterly progress reports and two copies of a written final summary progress report to the State (see Section 1. Duties of Contractor). If deemed necessary, the State may request additional reports. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and the completion can be reasonably assured on the scheduled date. The written reports will also be used by the State for certain financial reporting purposes and for the purpose of reporting the status of the project to the U.S. Environmental Protection Agency.

11. Access to Records

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for five (5) years from the date of final payment under the contract, for inspection by the State or by any other authorized representative of the State Government and copies thereof shall be furnished at no cost to the State if requested.

In addition, such records will be maintained by the Contractor to substantiate reimbursement claimed and to facilitate any State or Federal program or fiscal audit. Such records are to be retained for five (5) years after the agreement period or until a State or Federal audit and any exceptions have been completed. Such records are to be available during normal working hours for inspection by duly authorized State or Federal personnel.

12. Assignment

The Contractor shall not assign or subcontract the whole or any part of this contract without the State's prior written consent, except that the Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned.

13. Successors and Assignees

- A. The Contractor binds its successors, executors, administrators and assignees to all covenants of this contract. Except as above set forth, the Contractor shall not assign, sublet or transfer its interest in this contract without the prior written consent of the State of Indiana.
- B. Should the State give prior written consent allowing the Contractor to assign or subcontract the whole or any part of this contract, the Contractor agrees to comply with Section 129 of Public Law 100-590, the Small Business Administration Reauthorization and Amendment Act of 1988. Specifically, the Contractor shall utilize the following affirmative steps relative to Small Business in Rural Areas (SBRAs):
 - (i) Placing SBRAs on solicitation lists;
 - (ii) Ensuring that SBRAs are solicited whenever they are potential sources;
 - (iii) Dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation by SBRAs;
 - (iv) Establishing delivery schedules, where the requirements of work will permit, which would encourage participation by SBRAs; and
 - (v) Using the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate.

14. Key Person(s)

In the event that both parties have designated in an Appendix that the individual(s) therein named are essential to the services offered pursuant to this contract, the parties agree that should such individual or individuals no longer be either employed during the term of this contract by the Contractor or available to the State for whatever reason, the State shall have the right to terminate this contract upon thirty (30) days' prior written notice.

15. Changes in Work

In the event the State requires a major change in scope, character or complexity of the work after the work has progressed, adjustments in compensation to the Contractor shall be determined by the State in the exercise of its honest and reasonable judgment and the Contractor shall not commence the additional work or the change of the scope of the work until authorized in writing by the State and no claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

In the event the State agrees the project requires a minor change in scope, character or complexity of the work after the work has progressed, or a minor change is required in the budget without any change in the total cost of the project, such minor change may be made upon written agreement of the parties. Such written agreement may take the form of a written request from the Contractor's project director and written approval by the State's project director.

16. Force Majeure; Suspension and Termination

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the Services is caused by) natural disaster, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this contract shall be immediately suspended. If the period of non-performance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may by giving written notice terminate this contract.

17. Renewal Option

This contract may be renewed subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with 25 IAC 1.1-1-16(c). The term of the contract, including any renewals, may not exceed two (2) years.

18. Nondiscrimination

- A. Pursuant to IC 22-9-1-10, the Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, sex, handicap, national origin, age, or ancestry. Breach of this covenant may be regarded as a material breach of contract.
- B. The Contractor further agrees to comply with all federal statutes relating to nondiscrimination. Such statutes would include but are not limited to:
- (i) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) (prohibits discrimination on the basis of race, color or national origin);
 - (ii) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686) (prohibits discrimination on the basis of sex);
 - (iii) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794) (prohibits discrimination on the basis of handicaps);
 - (iv) The Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107) (prohibits discrimination on the basis of age);
 - (v) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended (relating to nondiscrimination on the basis of alcohol abuse or alcoholism);
 - (vi) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C., 290 dd-3 and 290 ee-3), as amended (relating to confidentiality of alcohol and drug abuse patient records);
 - (vii) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Section 3601 et seq.), as amended, (relating to nondiscrimination in the sale, rental or financing of housing); or
 - (viii) Any other nondiscrimination provisions in the specific statutes under which this contract is being made as well as any other nondiscrimination statutes which may apply to this contract.

19. Funding Cancellation Clause

Payment and performance obligations undertaken by this contract are subject to the appropriation and availability of funds and in this regard this contract may be terminated, in whole or in part, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of a contract. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

Furthermore, funds for this contract will be provided under the Federal Water Pollution Control Act, Section 319. Should such funding not be received in full this contract shall be cancelled.

20. Payments

- A. All payment obligations are subject to the encumbrance of monies and shall be made in arrears in accordance with Indiana law and the State fiscal policies and procedures and in this regard the Contractor agrees to execute such state payment (invoice) forms not inconsistent herewith. The Contractor may not submit claim forms before the services have been performed.
- B. The Contractor shall submit at least once every three (3) month period a request for payment as described above herein in subparagraph A. The claim forms submitted by the Contractor shall include the dollar amount and be accompanied by a statement indicating that sufficient non-federal funds, either in-kind services or cash, have been expended within the claim period. Each such claim form shall identify in appropriate detail the source and amount of non-federal fund expenditures. The State may request such information, however, from the Contractor at any time.

21. Taxes

The State of Indiana is exempt from State, Federal, and local taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this contract.

22. Penalties/Interest/Attorney's Fees

The State will in good faith perform its required obligations hereunder and, does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1 et seq., IC 34-2-22-1 et seq., and IC 34-4-16-1 et seq.

23. Compliance with Laws

The Contractor agrees to comply with all applicable Federal, State and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference. The enactment of any State or Federal statute or the promulgation of regulations thereunder after execution of this contract shall be reviewed by the Attorney General and the Contractor to determine whether the provisions of the contract require formal amendment.

24. Default by State

If the State, after sixty (60) days written notice, fails to correct or cure any breach of this contract, then the Contractor may cancel and terminate this contract and collect all monies due up to and including the date of termination.

25. Governing Laws

This contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the County of Marion, State of Indiana.

26. Substantial Performance

This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.

27. Waiver of Rights

No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

28. Maintaining a Drug-Free Workplace (Executive Order No. 90-5)

- A. The Contractor or, if a grant is involved, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Agreement a drug-free workplace, and that it will give written notice to the contracting state agency and the Indiana Department of Administration within ten (10) days after receiving actual notice that an employee of the Contractor has been convicted of a criminal drug violation occurring in the Contractor's workplace.
- B. In addition to the provisions of subparagraph A. above, if the total contract amount set forth in this Agreement is in excess of \$25,000.00, the Contractor (or Grantee) hereby further agrees that this Agreement is expressly subject to the terms, conditions and representations contained in the Drug-Free Workplace Certification executed by the Contractor in

conjunction with this Agreement and which is appended hereto as an Exhibit C.

- C. It is further expressly agreed that the failure of the Contractor (or Grantee) to in good faith comply with the terms of subparagraph A. above, or falsifying or otherwise violating the terms of the certification referenced in subparagraph B. above, shall constitute a material breach of this Agreement, and shall entitle the State to impose sanctions against the Contractor including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of the Contractor from doing further business with the State for up to three (3) years.

29. Lobbying Activities

- A. Pursuant to 31 U.S.C. Section 1352, and any regulations promulgated thereunder, the Contractor hereby assures and certifies that no federally appropriated funds have been paid, or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with this contract, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- C. Specifically, the Contractor shall comply with the provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) (limiting the political activities of employees whose principal employment activities are funded in whole or in part with federal funds).

30. Debarment and Suspension

The Contractor certifies, by entering into this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this contract by any federal or state department or agency. The term "principal" for purposes of this contract is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

31. Labor Standards

The Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Section 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333) (each such Act regarding labor standards for federally assisted construction subagreements).

32. Conflict of Interest

- A. The Contractor will establish safeguards to prohibit employees from using its position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- B. The Contractor shall properly execute a Non-Collusion Affidavit (State Form 4391) which is incorporated by reference and appended hereto as Exhibit D.

33. Indemnification of the State

The Contractor agrees to indemnify, defend, and hold harmless the State of Indiana, its agents, officers, and employees from all claims and suits including court costs, attorneys' fees, and other expenses, caused by any act or omission of the Contractor and/or subcontractors.

34. Environmental Standards

The Contractor shall comply with the environmental standards which may be prescribed pursuant to the following:

- A. The National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514 (both instituting environmental quality control measures);
- B. EO 11738 (requiring notification of violating facilities);
- C. EO 11990 (requiring protection of wetlands);
- D. EO 11988 (requiring the evaluation of the flood hazards in flood plains);
- E. The Coastal Zone Management Act of 1972 (16 U.S.C. Sections 1451 et seq.) (requiring the assurance of project consistency with the approved State management program);

- F. The State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401, et seq.) (requiring conformity of federal actions);
- G. The Safe Drinking Water Act of 1974 (P.L. 93-523), as amended (requires the protection of underground sources of drinking water);
- H. The Endangered Species Act of 1973 (P.L. 93-205), as amended (requires the protection of endangered species);
- I. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. Sections 1271 et seq.) (requires the protection of components or potential components of the national wild and scenic rivers system);
- J. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4801 et seq.) (prohibits the use of lead based paint in the construction or rehabilitation of residence structures).

35. Final Authority

The State has final authority to manage, determine policy and resolve any dispute or disagreement in all areas not specifically referred to in this contract.

The Parties having read and understanding the foregoing terms of the contract and amendments do by their respective signatures dated below hereby agree to the terms thereof:

JOINT DAVIESS-MARTIN COUNTY PARK AND RECREATION BOARD:

BY: *Roland McMaster*
 Printed Name: Roland McMaster
 Title: Park Board Pres
 Date: 9/12/94

Attested By: *Robert Leonard*
 Printed Name: ROBERT LEONARD
 Title: JOINT BOARD ATTORNEY
 Date: SEPTEMBER 12, 1994

STATE USING AGENCY:

Rebecca Schenk
Deputy Commissioner for
Management, Budget, and Administration
Department of Environmental Management

Date:_____

APPROVED:

William Shrewsberry, Commissioner
Department of Administration
State of Indiana

Date:_____

APPROVED:

Jean S. Blackwell, Director
State Budget Agency
State of Indiana

Date:_____

APPROVED:

Pamela Carter
Attorney General
State of Indiana

Date:_____

EXHIBIT A**Schedule for Project Tasks**

The tasks and the associated time periods necessary for the project are as follows:

August 1, 1994 - January 31, 1995	Begin draining West Boggs Lake. Conduct first tour of project. Begin construction on Area 1 and Area 2.
January 31, 1995	First quarterly progress report due for work accomplished during the period of October, November and December of 1994.
February 1, 1995 - April 30, 1995	Continue construction of Area 1 and Area 2. Conduct second tour of the completed lake enhancement projects.
April 30, 1995	Second quarterly progress report due for work accomplished during the period of January, February and March of 1995.
May 1, 1995 - July 31, 1995	Complete construction of the Area 1 and Area 2 structures.
July 31, 1995	Third quarterly progress report due for work accomplished during the period of April, May and June of 1995.
August 1, 1995 - September 30, 1995	Conduct third demonstration field trip.
October 1, 1995 - December 31, 1995	Prepare and submit final project summary report due to the State.

EXHIBIT B**Total Estimated Project Expense Budget**

The Contractor will be reimbursed by the State for estimated expenses in the following areas not to exceed the indicated amounts. Total project costs to be funded by Section 319 and non-federal matching funds are estimated to be \$192,700. Payment of up to \$38,900 will be made in arrears, upon submittal of claim vouchers and progress reports to the State, for the specified purposes. Funds cannot be released by the State until the work has been completed and the appropriate claim voucher and progress report submitted to the State. The \$38,900 has been identified as the amount necessary to complete the project. Costs in excess of \$38,900 are to be paid by the Contractor with non-federal matching funds not being used as a match for another federal grant.

The total Section 319 budget is:

<u>Types of Expenditures</u>	<u>Costs</u>
Salaries	-0-
Fringe Benefits	-0-
Travel	-0-
Equipment	-0-
Supplies	-0-
Contractual	\$38,900
Other	<u>-0-</u>
TOTAL COSTS	\$38,900

Each claim voucher submitted to the State by the Contractor shall be accompanied by a statement indicating that sufficient non-federal funds, either in-kind services or cash, have been expended within the claim period. Each such claim voucher shall identify the source and amount of non-federal fund expenditures.

The non-federal funds provided by the Contractor and expended under this contract shall total \$153,800. This shall be contributed as either an in-kind services or cash match by the Contractor, who may receive contributions toward such in-kind match or cash match from the IDNR, Divisions of Soil Conservation and Fish and Wildlife, the West Boggs Lake Conservation Association, and the Daviess County and Martin County SWCDs. The Contractor, however, is solely responsible under this contract for such in-kind or cash match.

**STATE OF INDIANA
DRUG-FREE WORKPLACE CERTIFICATION**

Pursuant to Executive Order No. 90-5, April 12, 1990, issued by Governor Evan Bayh, the Indiana Department of Administration requires the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Contractor or Grantee and attached to the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

The Contractor/Grantee certifies and agrees that it will provide a drug-free workplace by:

(a) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

(b) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

(c) Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(d) Notifying in writing the contracting State Agency and the Indiana Department of Administration within ten (10) days after receiving notice from an employee under subdivision (c) (2) above, or otherwise receiving actual notice of such conviction;

(e) Within thirty (30) days after receiving notice under subdivision (c) (2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and

(f) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

West Boggs Park
Printed Name of Organization

Roland McMaster
Signature of Authorized Representative

Roland McMaster Park Board Pres
Printed Name and Title

C9995008-94-0
Contract/Grant ID Number

9/12/94
Date



NON—COLLUSION AFFIDAVIT

State Form 4391

STATE OF INDIANA

COUNTY OF

DAVIESS

} SS:

The undersigned, being duly sworn on oath says, that he is the contracting party, or that he is the representative, agent, member, or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the annexed contract other than that which appears upon the face of the contract.

Signature	<i>Rolland McMaster</i>
Printed Name	Rolland McMaster
Title	Park Board Pres.
Company	West Boggs Park

Before me, a Notary Public in and for said County and State personally appeared,

ROLLAND McMASTER

who acknowledged the truth of the statements in the foregoing affidavit on this

12

day of

SEPTEMBER, 19 94.

County of Residence	Commission Expiration Date	Notary Signature
DAVIESS	MAY 13, 1995	<i>Robert Leonard</i>
		Notary's Name (Print or Type)
		ROBERT LEONARD

PART 8

DETAILED SPECIFICATIONS

PART 8

DETAILED SPECIFICATIONS

TABLE OF CONTENTS

	<u>Section No.</u>
Steel Sheet and H Piling	DS- 1
Miscellaneous Metals and Metal Fabrications	DS- 2
Riprap and Shot Rock	DS- 3
Earthwork	DS- 4

SECTION 1

STEEL SHEET AND H PILING

1. GENERAL

1.01 Scope

The Contractor shall furnish and install steel sheet piling and steel H piling as necessary to complete the work shown and/or as specified.

2. PRODUCT

2.01 Steel Sheet Piling

- A. All steel sheet piling provided and installed for this project shall be PZ22 Bethlehem Steel Sheet, or approved equal. It shall be at least 0.375" thick and have a weight of at least 22 lbs./sq. ft.
- B. Steel sheet piling shall be in accordance with ASTM A328 and ASTM A690. No splicing will be allowed. All connections shall be fabricated with angles or bent plates with appropriate grades as necessary and with high-strength bolts. ASTM A690 connections shall be furnished with angles or plates made from ASTM A588 steel and with ASTM A325 type 3 bolts.

2.02 Steel H Piling

- A. All steel H piling shall be of the shape and dimensions shown on the plans or as otherwise specified. The steel shall be in accordance with AASHTO M183. Each steel H pile shall be stenciled to show the manufacturer's name, the specifications, size and weight of section, and heat numbers.
- B. The size H piling specified for this project is HP8X36.

3. EXECUTION

3.01 Installation

The storage, handling and installation of steel sheet and H piling shall conform with Section 711 - Steel Structures, of the Indiana Department of Transportation Standard Specifications 1993 (ie. latest edition) INDOTSS. All piling shall be installed plumb within tolerances as specified in the INDOTSS.

4. PAYMENT

4.01 Steel Sheet Piling

Payment for steel sheet piling shall be made on a unit basis, based upon the actual number of square feet of piling installed. Payment under this item shall also include all installation costs including any necessary welding, cutting or other ancillary costs to complete the installation.

4.02 Steel H Piling

Payment for steel H piling shall be made on a unit basis, based upon the actual number of lineal feet of piling installed. Payment under this item shall also include all installation costs including any necessary welding, cutting or other ancillary costs to complete the installation.

SECTION 2

MISCELLANEOUS METALS AND METAL FABRICATIONS

1. GENERAL

1.01 Scope

- A. The Contractor shall furnish and install all miscellaneous metals necessary to complete the work shown or specified.
- B. In general, the products and methods of execution are presented in WM 22 "Miscellaneous Metals and Aluminum". Only exceptions, additions, and clarifications are contained in this section.

1.02 Product Handling

- A. Store miscellaneous steel members at Project site above ground on platforms, skid or other supports and as required by the manufacturer and ASTM.

1.03 Submittals

- A. Submit shop drawings indicating all shop and erection details including cuts, connections, holes, threaded fasteners and welds.
- B. Do not fabricate until shop drawings are approved.

1.04 Compliance and Agency Standards

Comply with applicable portions of the following standards:

- A. American Society for Testing Material (ASTM)
- B. National Association of Architectural Metal Manufacturers (NAAMM).
- C. American Institute of Steel Construction (AISC).

2. PRODUCTS

2.01 General

- A. All materials shall be new and shall conform to the following requirements as appropriate:
 - 1. Galvanizing: ASTM A53.
 - 2. Steel: ASTM A36.
 - 3. Steel Plates: ASTM A283.
 - 4. Aluminum Plates: ASTM B209.
 - 5. Aluminum Tubes: ASTM B221.

B. Fastenings shall match materials fastened.

3. EXECUTION

3.01 Installation

- A. All work shall be performed per standard practices of AISC and National Association of Architectural Metal Manufacturers.
- B. Provide all angles and other steel supports for all channels, plates, beams, struts, as per notes and details, including bolts, anchors, screws, shop and field connections, and miscellaneous fasteners required to make installation complete.
- C. Wherever dissimilar metals come into contact, neoprene washers, spacers, gaskets or other approved materials shall be inserted between them to provide insulation against electrolytic action.
- D. The fabricator shall verify all dimensions of work adjoining the work hereunder. Such other work shall be inspected before fabrication and installation of items specified herein. Measurements of adjoining work shall be obtained so that work shall fit closely to space provided.
- D. The fabricator shall furnish all necessary templates and patterns required by other trades. He shall also furnish all items except as otherwise specified, pertaining to work hereunder, that are to be built into work.

4. PAYMENT

4.01 Payment

No separate payment item is included for this section. Costs for any work covered under this Section shall be included within the appropriate bid schedule payment item.

SECTION 3

RIPRAP AND SHOT ROCK

1. GENERAL

1.01 Scope

- A. The Contractor shall furnish and install 12-inch hand laid riprap and shot rock at the locations shown on the plans and as specified herein.
- B. Grout shall be used in some of the hand laid riprap where indicated.

2. PRODUCT

2.01 Riprap

All riprap provided for this project shall be provided in accordance with Section 616, "Riprap and Slopewall" of the Indiana Department of Transportation Standard Specification, 1993 (i.e., latest edition) (INDOTSS) for 12-inch hand laid riprap.

2.02 Geotextile

A geotextile, Supac 8 NP geotextile membrane, or equal, shall be installed under all riprap in accordance with Section 616.09 of the INDOTSS.

2.03 Shot Rock

Shot rock provided for this project shall be sized such that 50 percent shall be no less than 250 pounds per piece and be of Class B or better material in accordance with Section 904 of the INDOTSS.

2.04 Grouted Riprap

Mortar shall be composed of one part Portland Cement to four parts No. 23 fine aggregate in accordance with Section 616 of the INDOTSS.

3. EXECUTION

3.01 Installation

- A. Riprap, grouted riprap, and geotextiles under riprap shall be installed in accordance with Section 616 of the INDOTSS. Geotextiles shall also be anchored as recommended by the manufacturer.

- B. Shot rock shall be embedded no less than one (1) foot and be leveled as much as possible to the lines indicated in the plans. Number 2 crushed aggregate shall be installed below the shot rock where additional undercutting is required.

4. PAYMENT

4.01 Geotextile

Payment for geotextile membrane installed under the riprap shall be made on a unit basis, based upon the actual number of square yards of membrane installed. Payment under this item shall also include all installation costs including excavation, anchors, or other ancillary costs to complete the installation.

4.02 Hand Laid Riprap

Payment for geotextile membrane installed under the riprap shall be made on a unit basis, based upon the actual number of square yards of membrane installed. Payment under this item shall also include all installation costs including labor and other ancillary costs to complete the installation.

4.03 Hand Laid Grouted Riprap

Payment for geotextile membrane installed under the riprap shall be made on a unit basis, based upon the actual number of square yards of membrane installed. Payment under this item shall also include all installation costs including mortar, labor and other ancillary costs to complete the installation.

4.04 Shot Rock

Payment for geotextile membrane installed under the riprap shall be made on a unit basis, based upon the actual number of cubic yards of shot rock installed. Payment under this item shall also include all installation costs including excavation, labor and other ancillary costs to complete the installation.

SECTION 4

EARTHWORK

1. GENERAL

1.01 Scope

- A. The Contractor shall furnish all labor, materials, equipment, tools and do all work necessary for all excavations and backfilling, fills and embankments, final grading, control of sedimentation and erosion, and other work as required or as specified for the construction of the structures, conduits, channels, temporary berms, dikes, and sediment control basins, as shown on the plans and as specified.
- B. In general, earthwork shall be done in compliance with WM 2, "Excavation", and WM 3, "Backfill, Fills, and Embankments" of Part 6 of this document. This section shall note only exceptions, additions, and clarifications.

2. PRODUCT

2.01 Subsurface Conditions

- A. A soil investigation was conducted of the project site, and the results of such investigation are included at the end of this section. The information given in these logs applies only to conditions encountered at the indicated locations and to the depths shown. The Contractor shall examine the site personally and make such additional investigations as he may deem necessary for estimating costs, planning and execution of the work.

- B. Backfill

If backfilling, fills, and embankment cannot be complete with materials excavated as part of this project, suitable materials shall be obtained offsite. All borrow pit sites to be utilized by the Contractor shall be approved by the Engineer.

3. PAYMENT

3.01 Payment

No separate payment item is included for this section. Costs for any work covered under this Section shall be included within the appropriate bid schedule payment item.

**SUBSURFACE INVESTIGATION,
TESTING & SOIL EVALUATION**

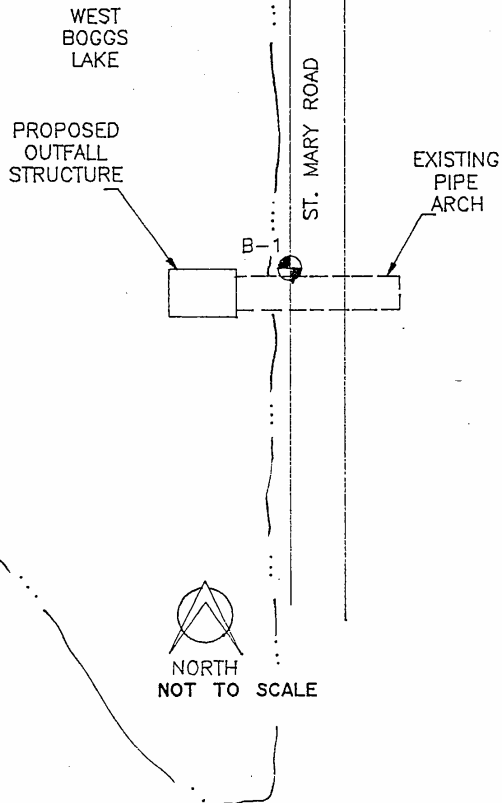
**WEST BOGGS LAKE ENHANCEMENT
LOOGOOTE, INDIANA**

**PREPARED BY:
ALT & WITZIG ENGINEERING, INC.
GEOTECHNICAL DIVISION
PROJECT NO: S3404**

**PREPARED FOR:
COMMONWEALTH ENGINEERS, INC.
INDIANAPOLIS, INDIANA**

AUGUST 25, 1993

BORING LOCATION PLAN



PREPARED FOR:
Commonwealth Engineers
Indianapolis, Indiana

PROJECT NAME
West Boggs Lake Enhancement
Loogootee, Indiana



PREPARED BY:
Alt & Witzig Engineering, Inc.
Indianapolis, Indiana

PROJECT NO
S3404

DATE
9/93



RECORD OF SUBSURFACE EXPLORATION

Alt & Witzig Engineering, Inc.

CLIENT Commonwealth Engineers, Inc.
PROJECT NAME West Boggs Lake Enhancement
PROJECT LOCATION Loogootee

BORING # B-1
Alt & Witzig File No. S3404

DRILLING and SAMPLING INFORMATION

Date Started 8/10/93 Hammer Wt. 140 lbs.
Date Completed 8/10/93 Hammer Drop 30 in.
Boring Method HSA Spoon Sampler OD 2 in.

TEST DATA

STRATA ELEV.	SOIL CLASSIFICATION SURFACE ELEVATION	Strata Depth	Depth Scale	Sample No.	Sample Type Sampler Graphics Recovery Graphics	Ground Water	Standard Penetration Test, N - blows/foot	Qu-tsif Unconfined Compressive Strength	PP-tsif Pocket Penetrometer	Moisture Content %	Remarks
	Stone and Gravel	0.3									
			1	1	SS		21	2.5	1.5	13.0	
	Gray Silty Sandy CLAY		2	2	SS		16	2.2	1.5	15.0	
			3	3	SS		16		2.0	16.0	
		10.0	4	4	SS		4			29.0	
	Gray Silty CLAY		5	5	SS		5			20.0	
		20.5	6	6	SS		6				
	Gray Wet Fine to Coarse SAND and GRAVEL										

Sample Type

Groundwater

Boring Method

SS - Driven Split Spoon
T - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube

At Completion 6 ft.
After 24 hours ft.
Water on Rods 17.5 ft.

HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling



RECORD OF SUBSURFACE EXPLORATION

Alt & Witzig Engineering, Inc.

CLIENT Commonwealth Engineers, Inc.
PROJECT NAME West Boggs Lake Enhancement
PROJECT LOCATION Loogootee

BORING # B-1
Alt & Witzig File No. S3404

DRILLING and SAMPLING INFORMATION

Date Started 8/10/93 Hammer Wt. 140 lbs.
Date Completed 8/10/93 Hammer Drop 30 in.
Boring Method HSA Spoon Sampler OD 2 in.

TEST DATA

STRATA ELEV.	SOIL CLASSIFICATION	Strata Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics Recovery Graphics	Ground Water	Standard Penetration Test, N - blows/foot	Qu-tsf Unconfined Compressive Strength	PP-tsf Pocket Penetrometer	Moisture Content %	Remarks
	Gray Wet Fine to Coarse SAND and GRAVEL Boring Terminated at 26.0 feet.	26.0		7	SS	<input checked="" type="checkbox"/>		7				

Sample Type

Groundwater

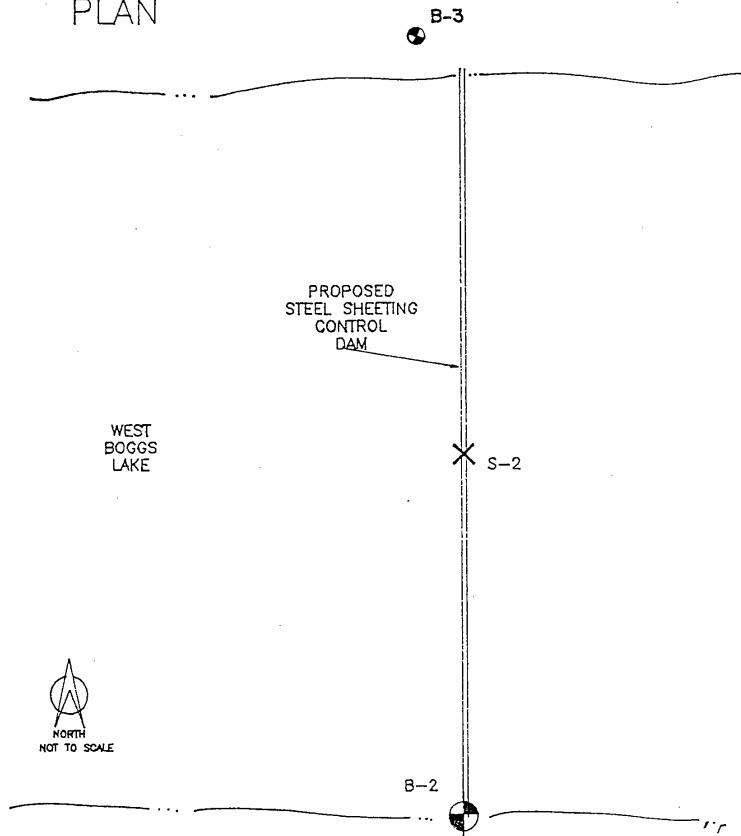
Boring Method


SS - Driven Split Spoon
JT - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube

▽ At Completion 6 ft.
▼ After 24 hours ft.
○ Water on Rods 17.5 ft.

HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling

BORING LOCATION PLAN



<p>PREPARED FOR: COMMONWEALTH ENGINEERS, INC. INDIANAPOLIS, INDIANA</p>		<p>PREPARED BY: ALT & WITZIG ENGINEERING, INC. INDIANAPOLIS, INDIANA</p>	
<p>PROJECT NAME WEST BOGGS LAKE ENHANCEMENT LOGGOOTEE, INDIANA</p>		<p>PROJECT NO S3404</p>	<p>DATE 9/93</p>



RECORD OF SUBSURFACE EXPLORATION

Alt & Witzig Engineering, Inc.

CLIENT Commonwealth Engineers, Inc.
PROJECT NAME West Boggs Lake Enhancement
PROJECT LOCATION Loogootee

BORING # B-2
Alt & Witzig File No. S3404

DRILLING and SAMPLING INFORMATION

Date Started 8/9/93 Hammer Wt. 140 lbs.
Date Completed 8/9/93 Hammer Drop 30 in.
Boring Method HSA Spoon Sampler OD 2 in.

TEST DATA

STRATA ELEV.	SOIL CLASSIFICATION	Strata Depth	Depth Scale	Sample No.	Sample Type Sampler Graphics Recovery Graphics Ground Water	Standard Penetration Test, N - blows/foot	Qu-tsf Unconfined Compressive Strength	Pp-tsf Pocket Penetrometer	Moisture Content %	Remarks
	SURFACE ELEVATION									
	WATER	0.9								
	Brown and Gray Sandy Silty CLAY		1	1	SS	0			26.0	
			5	2	SS	6		2.0	21.0	
				3	SS	2		1.0	22.0	
	Gray Clayey SILT with trace of Sand and Gravel	9.8	10	4	SS	21		3.5	16.0	
			15	5	SS	35		4.5	18.0	
			20	6	SS	39		4.5	18.0	

Sample Type

3S - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube

Groundwater

▽ At Completion 0 ft.
▼ After hours ft.
○ Water on Rods ft.

Boring Method

HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling



RECORD OF SUBSURFACE EXPLORATION

Alt & Witzig Engineering, Inc.

CLIENT Commonwealth Engineers, Inc.
PROJECT NAME West Boggs Lake Enhancement
PROJECT LOCATION Loogootee

BORING # B-2
Alt & Witzig File No. S3404

DRILLING and SAMPLING INFORMATION

TEST DATA

Date Started 8/9/93 Hammer Wt. 140 lbs.
Date Completed 8/9/93 Hammer Drop 30 in.
Boring Method HSA Spoon Sampler OD 2 in.

STRATA ELEV.	SOIL CLASSIFICATION	Strata Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics Recovery Graphics	Ground Water	Standard Penetration Test, N - blows/foot	Qu-tsF Unconfined Compressive Strength	PP-tsF Pocket Penetrometer	Moisture Content %	Remarks
				7	SS			41		4.5	17.0	
		30		8	SS			40			16.0	
	Gray Clayey Silt with trace of Sand and Gravel	35.5	35	9	SS			58			22.0	
		40		10	SS			17			28.0	
	Gray to Brown Sandy Silty Clay	45		11	SS			23		2.5	28.0	

Sample Type

SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube

Groundwater

∇ At Completion 0 ft.
⚡ After hours ft.
○ Water on Rods ft.

Boring Method

HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling



RECORD OF SUBSURFACE EXPLORATION

Alt & Witzig Engineering, Inc.

CLIENT Commonwealth Engineers, Inc.
PROJECT NAME West Boggs Lake Enhancement
PROJECT LOCATION Loogootee

BORING # B-2
Alt & Witzig File No. S3404

DRILLING and SAMPLING INFORMATION

Date Started 8/9/93 Hammer Wt. 140 lbs.
Date Completed 8/9/93 Hammer Drop 30 in.
Boring Method HSA Spoon Sampler OD 2 in.

TEST DATA

STRATA ELEV.	SOIL CLASSIFICATION	Strata Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics Recovery Graphics	Ground Water	Standard Penetration Test, N - blows/foot	Qu-tsif Unconfined Compressive Strength	PP-tsif Pocket Penetrometer	Moisture Content %	Remarks
	Gray to Brown Sandy Silty CLAY Boring terminated at 52.0 feet.	52.0		12	SS			24			27.0	

Sample Type

SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube

Groundwater

▽ At Completion 0 ft.
▼ After hours ft.
○ Water on Rods ft.

Boring Method

HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling



RECORD OF SUBSURFACE EXPLORATION

Alt & Witzig Engineering, Inc.

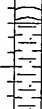
CLIENT Commonwealth Engineers, Inc.
PROJECT NAME West Boggs Lake Enhancement
PROJECT LOCATION Loogootee

BORING # S-2
Alt & Witzig File No. S3404

DRILLING and SAMPLING INFORMATION

Date Started _____ Hammer Wt. _____ lbs.
Date Completed _____ Hammer Drop _____ in.
Boring Method _____ Spoon Sampler OD _____ in.

TEST DATA

STRATA ELEV.	SOIL CLASSIFICATION		Strata Depth	Depth Scale	Sample No.	Sample T	Sampler Recovery	Ground W	Standard Test, N	Qu-tsf U Compress	PP-tsf Pocket P	Moisture	Remarks
	SURFACE ELEVATION												
		Water	1.0										
		Brown Sandy Silty CLAY	4.0										

Sample Type

IS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube

Groundwater

☒ At Completion _____ ft.
☒ After _____ hours _____ ft.
☐ Water on Rods _____ ft.

Boring Method

HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling



RECORD OF SUBSURFACE EXPLORATION

Alt & Witzig Engineering, Inc.

CLIENT Commonwealth Engineers, Inc.
PROJECT NAME West Boggs Lake Enhancement
PROJECT LOCATION Loogootee

BORING # B-3
Alt & Witzig File No. S3404

DRILLING and SAMPLING INFORMATION

Date Started 8/9/93 Hammer Wt. 140 lbs.
Date Completed 8/9/93 Hammer Drop 30 in.
Boring Method HSA Spoon Sampler OD 2 in.

TEST DATA

STRATA ELEV.	SOIL CLASSIFICATION		Strata Depth	Depth Scale	Sample No.	Sample Type	Sampler Recovery Ground k	Standard Test, N	Qu-tsf L Compress	PP-tsf Pocket P	Moisture	Remarks
	SURFACE ELEVATION											
	Brown Clayey SILT with some Organics		0.4									
	Brown Silty CLAY with some rock fragments			1	SS		28	4.5+	4.5	18.0		
				2	SS		33		4.5	14.0		
	Brown and Gray Silty Sandy CLAY		7.8	3	SS		40		4.5	13.0		
				4	SS		59		4.5	13.0		
	Gray Clayey SILT with trace of Sand and Gravel		15.5	5	SS		32	5.4	3.5	14.0		
				6	SS		25		4.0	15.0		

Sample Type

SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube

Groundwater

▽ At Completion 10 ft.
▼ After hours ft.
○ Water on Rods 27.5 ft.

Boring Method

HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling



LIENT Commonwealth Engineers, Inc.
 PROJECT NAME West Boggs Lake Enhancement
 PROJECT LOCATION Loogootee

BORING # B-3
 Alt & Witzig File No. S3404

DRILLING and SAMPLING INFORMATION

Date Started 8/9/93 Hammer Wt. 140 lbs.
 Date Completed 8/9/93 Hammer Drop 30 in.
 Boring Method HSA Spoon Sampler OD 2 in.

TEST DATA

STRATA ELEV.	SOIL CLASSIFICATION	Strata Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics Recovery Graphics Ground Water	Standard Penetration test, N - blows/foot	Qu-tsif Unconfined Compressive Strength	PP-tsif Pocket Penetrometer	Moisture Content %	Remarks
				7	SS		65		4.0	16.0	
	Gray Clayey SILT with trace of Sand and Gravel		30	8	SS		38		3.5	17.0	
		35.0	35	9	SS		44			16.0	
	Brown Wet Fine to Medium SAND		40	10	SS		58				
		45.5	45	11	SS		50/.2			20.0	
	Gray Clayey Silt with trace of Sand and Gravel										

Sample Type
 SS - Driven Split Spoon
 ST - Pressed Shelby Tube
 CA - Continuous Flight Auger
 RC - Rock Core
 CU - Cuttings
 CT - Continuous Tube

Groundwater
 ▽ At Completion 10 ft.
 ▼ After hours ft.
 ○ Water on Rods 27.5 ft.

Boring Method
 HSA - Hollow Stem Augers
 CFA - Continuous Flight Augers
 DC - Driving Casing
 MD - Mud Drilling



RECORD OF SUBSURFACE EXPLORATION

Alt & Witzig Engineering, Inc.

CLIENT Commonwealth Engineers, Inc.
PROJECT NAME West Boggs Lake Enhancement
PROJECT LOCATION Loogootee

BORING # B-3
Alt & Witzig File No. S3404

DRILLING and SAMPLING INFORMATION

Date Started 8/9/93 Hammer Wt. 140 lbs.
Date Completed 8/9/93 Hammer Drop 30 in.
Boring Method HSA Spoon Sampler OD 2 in.

TEST DATA

STRATA ELEV.	SOIL CLASSIFICATION	Strata Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics Recovery Graphics	Ground Water	Standard Penetration Test, N - blows/foot	Qu-tsif Unconfined Compressive Strength	PP-tsif Pocket Penetrometer	Moisture Content %	Remarks
	Boring terminated at 51.0 feet.	51.0		12	SS	<input checked="" type="checkbox"/>		32	3.3	2.0	20.0	

Sample Type

Groundwater

Boring Method

SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube

▽ At Completion 10 ft.
▼ After hours ft.
○ Water on Rods 27.5 ft.

HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling

SAMPLE IDENTIFICATION

The Unified Soil Classification System is used to identify the soils unless otherwise noted.

SOIL PROPERTY SYMBOLS

N: Standard "N" penetration: Blows per foot of a 140-pound hammer falling 30 inches on a 2 inch O.D. split-spoon

Qu: Unconfined Compressive Strength, TSF

Qp: Penetrometer value, unconfined compressive strength, TSF

Mc: Water content, %

LL: Liquid Limit, %

Pl: Plastic Limit, %

Dd: Natural Dry Density, PCF



: Apparent groundwater level at time noted after completion

DRILLING AND SAMPLING SYMBOLS

SS: Split-spoon - 1 3/8" I.D., 2" O.D., except where noted

ST: Shelby-tube - 3" O.D., except where noted

AU: Auger sample

DB: Diamond bit

CB: Carbide bit

WS: Washed Sample

RELATIVE DENSITY AND CONSISTENCY CLASSIFICATION

<u>TERM (NON-COHESIVE SOILS)</u>	<u>BLOWS PER FOOT</u>
Very loose	0 - 4
Loose	5 - 10
Firm	11 - 30
Dense	31 - 50
Very dense	Over 50

<u>TERM (COHESIVE SOILS)</u>	<u>Qu (TSF)</u>
Very soft	0 - 0.25
Soft	0.25 - 0.50
Medium	0.50 - 1.00
Stiff	1.00 - 2.00
Very stiff	2.00 - 4.00
Hard	4.00 +

PARTICLE SIZE

Boulders 8 in. +	Coarse Sand 5mm-0.6mm	Silt 0.74mm-0.005mm
Cobbles 8 in.-3in.	Medium Sand 0.6mm-0.2mm	Clay -0.005mm
Gravel 3 in.-5mm	Fine Sand 0.2mm-0.74mm	



Alt & Witzig Engineering, Inc.

3405 W. 96th Street • Indianapolis, Indiana 46268
(317) 875-7000 • Fax (317) 876-3705

RECEIVED

SEP 27 1993

September 24, 1993

Commonwealth Engineers, Inc.

7526 Company Drive

Indianapolis, Indiana 46237

ATTN: Mr. Steve Chafin

Commonwealth Engineers, Inc.

RE: Subsurface Investigation,
Testing & Soil Evaluation
Proposed West Boggs Lake Enhancement
Loogootee, Indiana
Alt & Witzig File: S3404 Addendum

Gentlemen:

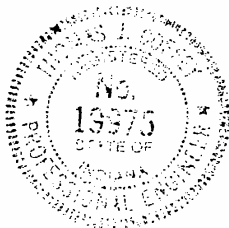
As per our recent telephone conversation, a sounding was performed at the outlet of the existing pipe arch structure along Saint Marys Road. Approximately one (1) foot of very soft soils (pond sedimentation) was encountered in our sounding. As stated in our soils report, a net allowable bearing pressure of 1500 psf should be used for dimensioning spread footings.

Again, because of the soft natural soils encountered in our boring, it is recommended that the base of the excavation be inspected by a representative of the soils engineer to assure that the materials at the invert elevation of the drainage structure are suitable. It is suggested that all soft sediments should be removed along the entire length of the proposed structure to suitable bearing materials and replaced with granular structural fill as described in our original report.

Often, because of design and construction details which occur on a project, questions arise concerning the soil conditions. If we can give further service in these matters, please contact us at your convenience.

Very truly yours,

ALT & WITZIG ENGINEERING, INC.



Eric Felix
Eric Felix,
Project Engineer

Thomas J. Coffey
Thomas J. Coffey, P.E.

EF:TJC/kdc



Alt & Witzig Engineering, Inc.
3405 W. 96th Street • Indianapolis, Indiana 46268
(317) 875-7000 • Fax (317) 876-3705

December 13, 1993

Commonwealth Engineers, Inc.
7526 Company Drive
Indianapolis, Indiana 46237
ATTN: Mr. Steve Chafin

RE: Subsurface Investigation,
Testing & Soil Evaluation
Proposed West Boggs Lake Enhancement
Loogootee, Indiana
Alt & Witzig File: S3404 Addendum 2

Gentlemen:

In compliance with your request, we have evaluated the sheet pile system to be installed around the perimeter of the overflow concrete structure. It is anticipated that the sheet pile system will have a radius of twenty (20) feet and the top of sheeting is approximately two (2) feet above high water elevation. The up-stream water elevation is anticipated to be at elevation 502.0 and the downstream water elevation will vary from no water to elevation 499.6. The existing ground surface elevation is approximately elevation 494.8.

Our test boring was drilled off the road shoulder. Thus, our test boring encountered stiff to very stiff silty sandy clays to approximately ten (10) feet. Below this upper layer, a very soft silty clay was encountered up to a depth of twenty and one-half (20 1/2) feet which is anticipated to be the lake sediments. These soft soils were underlain by loose to medium dense sand and gravels.

Based on the soil types encountered in our borings, a 10GA aluminized steel sheeting "contech metric sheeting" or equivalent can be used for construction of the sheet wall system. Each section must be driven a minimum of eleven (11) feet below the existing lake bottom into the dense or stiff soils. It should be noted that once the pile driver and hammer size have been selected, a minimum blow count will be provided by Alt & Witzig Engineering, Inc. to insure that the piles will be driven into suitable materials.

Commonwealth Engineers, Inc.
December 13, 1993
Page Two

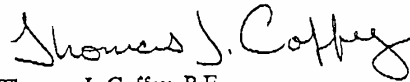
Often, because of design and construction details which occur on a project, questions arise concerning the soil conditions. If we can give further service in these matters, please contact us at your convenience.

Very truly yours,

ALT & WITZIG ENGINEERING, INC.



Eric Felix,
Project Engineer



Thomas J. Coffey, P.E.

EF:TJC/kdc

SECTION 5

SEEDING AND SODDING

1. SOIL STABILIZATION AND VEGETATION RE-ESTABLISHMENT OF EXCAVATED AREAS (to override the section WM - 31 Seeding and Sodding Specification)

1.01 Re-establishment of Permanent Vegetative Cover

- A. Upon finish grading of work area the CONTRACTOR shall permanently seed and stabilize all final grade areas.
- B. CONTRACTOR shall attempt to seed during optimal seeding dates. During the growing season optimal dates are March 1 - May 10 and August 10 - September 30. Optimal seeding dates during dormant period (temperatures below 50°) are December 1 through March 28. Seedbed preparation erosion control blankets and mulch can be applied months ahead of actual seeding. Seed can then be applied directly to the prepared seedbeds.
- C. The following combinations of seed will be permissible for their respective applications.

**Permanent Seeding Areas For Finish Grade
Completed Between March 1 and September 30**

Steep Banks and Low Maintenance Areas Not in Channels or Ditches		
Seed Species and Mixture Options	Rates Per Acre	Optimum Soil pH
Smooth brome grass + red clover*	30 lbs. 15 lbs.	5.5 - 7.5
Tall fescue + white or ladino clover*	45 lbs. 2 lbs.	5.5 - 7.5
Tall fescue + red clover*	45 lbs. 15 lbs.	5.5 - 7.5

Lawns and High Maintenance Areas		
Seed Species and Mixture Options	Rates Per Acre	Optimum Soil pH
Bluegrass	130 lbs.	5.5 - 7.0
Perennial ryegrass (turf type) + bluegrass	55 lbs. 80 lbs.	5.6 - 7.0
Tall fescue (turf type) + bluegrass	150 lbs. 25 lbs.	5.6 - 7.5
Channels and Areas of Concentrated Flow		
Seed Species and Mixture Options	Rates Per Acre	Optimum Soil pH
Perennial ryegrass + white or ladino clover*	125 lbs. 2 lbs.	5.6 - 7.0
Kentucky bluegrass + smooth brome + switchgrass + timothy + perennial ryegrass + white or ladino clover*	20 lbs. 10 lbs. 3 lbs. 4 lbs. 10 lbs. 2 lbs.	5.5 - 7.5
Tall fescue + white or ladino clover*	125 lbs. 2 lbs.	5.5 - 7.5
Tall fescue + perennial ryegrass + Kentucky bluegrass	120 lbs. 20 lbs. 20 lbs.	5.5 - 7.5

**Permanent Seeding Areas For Finish Grade
Completed Between September 30 and February 28**

Steep Banks and Low Maintenance Areas		
Seed Species and Mixture Options	Rate per Acre	Optimum Soil pH
Smooth brome + red clover*	45 lbs. 20 lbs.	5.5 - 7.5
Tall fescue + white or ladino clover*	60 lbs. 3 lbs.	5.5 - 7.5
Tall fescue + red clover*	65 lbs. 20 lbs.	5.5 - 7.5

Lawns and High Maintenance Areas		
Bluegrass	185 lbs.	5.5 - 7.0
Perennial ryegrass (turf type) + bluegrass	80 lbs. 120 lbs.	5.6 - 7.0
Tall fescue (turf type) + bluegrass	225 lbs. 35 lbs.	5.6 - 7.5
Channels and Areas of Concentrated Flow		
Perennial ryegrass + white or ladino clover*	190 lbs. 2 lbs.	5.6 - 7.0
Kentucky bluegrass + smooth brome grass + switchgrass + timothy + perennial ryegrass + white or ladino clover*	30 lbs. 15 lbs. 5 lbs. 6 lbs. 15 lbs. 2 lbs.	5.5 - 7.5
Tall fescue + white or ladino clover*	190 lbs. 2 lbs.	5.5 - 7.5
Tall fescue + perennial bluegrass + Kentucky bluegrass	190 lbs. 26 lbs. 26 lbs.	5.5 - 7.5

- * For best results: (a) legume seed should be inoculated; (b) seeding mixtures containing legumes should preferably be spring seeded, although the grass may be fall seeded and the legume frost seeded; (c) and if legumes are fall seeded do so in early fall.

1.02 Mulch and Over Seeded Areas

- A. See Workmanship and Materials Specifications WM 31.

PART 9

PROPOSAL DOCUMENTS

PART 9

BID PROPOSAL DOCUMENTS

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3. Itemized Bid Schedule - Area 1	P- 6 - P- 7
4. Itemized Bid Schedule - Area 2	P- 8 - P- 9
4. Bid Bond	P-10 - P-11
5. Certification of Non-Segregated Facilities	P-12
6. Indiana Non-Discrimination Clause	P-13
7. Financial Statement	P-14 - P-21

Form No. 96 (Revised 1987)

BID OF

(Contractor)

(Address)

**FOR
PUBLIC WORKS PROJECTS
OF**

**Daviess-Martin County
Joint Park and Recreation Board**

**West Boggs Lake
Enhancement Design Project**

Filed _____, 19____

Action taken _____

CONTRACTORS BID FOR PUBLIC WORKS**PART I**

(To be completed for all bids)

(Please type or print)

- Date: _____
1. Governmental Unit: Daviess-Martin County Joint Park & Recreation Board
2. County: Daviess
3. Bidder (Firm): _____
- Address: _____
- City/State: _____
4. Telephone Number: _____
5. Agent of Bidder (If applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Daviess-Martin Joint Bd. (Governmental Unit) in accordance with plans and specifications of said unit for the sum of _____ \$ _____. The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, submit a proposal for each in accordance with the notice.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract. If the bid is to be awarded on a unit basis, the itemization of units shall be shown on a separate attachment. The Contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States. I.C. 5-16-8-2. I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at _____ this _____ day of _____, 19____

(Name of Organization)

By _____

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF _____)

) SS:

COUNTY OF _____)

_____ being duly sworn, deposes and says that he is
(Title) of the above _____ and that the
(Name of Organization)
statements contained in the foregoing bid, certification and affidavit are true and correct.

Subscribed and sworn to before me this _____ day of _____, 19____

Notary Public

My Commission Expires: _____

County of Residence: _____

ACCEPTANCE

The above bid is accepted this _____ day of _____, 19____, subject to the following conditions: _____

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

(Complete sections I, II, III and IV for all state and local public works projects as required by statutes.)

Governmental Unit: Daviess-Martin County Joint Park and Recreation Board

Bidder (Firm): _____

Date: _____

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed?

Contract Amount	Class of Work	When Completed	Name and Address of Owner

2. What public works projects has your organization now in process of construction?

Contract Amount	Class of Work	When to be Completed	Name and Address of Owner

3. Have you ever failed to complete any work awarded to you? _____ If so, where and why?

4. List references from private firms for which you have performed work.

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work.
2. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you expect to require a bond.
3. What equipment do you intend to use for the proposed project?
4. Have you made contracts or received offers for all materials within prices used in preparing your proposal?

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

See Attached Financial Statement

SECTION IV OATH AND AFFIRMATION

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct to the best of my knowledge and belief.

Dated at _____ this _____ day of _____, 19____

(Name of Organization)

By _____

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF _____)
) SS:
COUNTY OF _____)

_____ being duly sworn, deposes and says that he is

_____ of the above _____ and that the
(Title) (Name of Organization)
answers to the questions in the foregoing questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 19____

Notary Public

My Commission Expires: _____

County of Residence: _____

ALTERNATE BIDS

No Alternate Bids will be accepted.

BID PRICE

The Contractor agrees to perform all the work described in the Contract Documents for the bid prices identified on the attached Itemized Bid Schedule. Payment to the Contractor will be calculated based on these unit and/or lump sum prices.

TIME OF COMPLETION AND LIQUIDATED DAMAGES

If awarded a Contract, the Contractor agrees to begin work within ten (10) calendar days of the effective date of the Notice to Proceed and further agrees to proceed with all possible dispatch to substantially complete and provide all items into operation (service) within 90 consecutive calendar days from the date of the Notice to Proceed and fully complete all work ready for final inspection, acceptance and close-out within 30 additional days from the date of the substantial completion.

If awarded a Contract, and in the case the work is not completed either substantially or fully within the above deadlines to the satisfaction of the Owner, the undersigned agrees to pay to the Owner as liquidated damages the sum of Five Hundred Dollars (\$500.00) per day for each and every successive day, Sundays and Holidays included, after the agreed upon time until the work is completed and accepted by the Owner.

The liquidated damages apply to the failure to meet either the substantially complete and/or the fully complete deadlines stated above.

ITEMS TO BE SUBMITTED WITH BID

The Contractor shall be aware that the following documents are required with his Bid:

1. Bid Guaranty (Bid Bond)
2. Indiana State Form No. 96 (Revised, 1987) with Non-Collusion Affidavit
3. Financial Statement for Bidders
4. Bid Schedule

The Contractor shall submit to the Engineer the following additional documents within five (5) days after the bid opening. Failure to submit these additional documents shall be reason to reject the Bid as non-responsible. The additional documents include:

1. Certification of Non-Segregated Facilities
2. Indiana Non-Discrimination Clause

ADDENDA

The Bidder hereby acknowledges receipt of the following addenda:

**ITEMIZED BID SCHEDULE - AREA 1
WEST BOGGS LAKE ENHANCEMENT DESIGN PROJECT**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	Mobilization and Bond _____ Dollars _____ Cents	1	LS	\$ _____	\$ _____
2	Work Site Dewatering: _____ Dollars _____ Cents	5	Days	\$ _____	\$ _____
3	Furnish and Install, Complete, Geotextile Membrane, for: _____ Dollars _____ Cents	180	SY	\$ _____	\$ _____
4	Furnish and Install, Complete, 12" Hand Laid Riprap, for: _____ Dollars _____ Cents	180	SY	\$ _____	\$ _____
5	Furnish and Install, Grout Over, 12" Hand Laid Grouted Riprap, for: _____ Dollars _____ Cents	37	CY	\$ _____	\$ _____
6	Furnish and Install, Complete, 250 Pound Shot Rock, for: _____ Dollars _____ Cents	27	CY	\$ _____	\$ _____

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
7	Furnish and Install, Complete, HP 8x36 H Piling, for: _____ Dollars _____ Cents	74	LF	\$ _____	\$ _____
8	Furnish and Install, Complete, 0.375" Steel Sheet Piling, for: _____ Dollars _____ Cents	1,971	SF	\$ _____	\$ _____
9	Furnish and Install, Complete, Structural Select 4" x 4" Western Cedar Stop Planks,, for: _____ Dollars _____ Cents	224	LF	\$ _____	\$ _____
10	Furnish and Install, Complete, Locking Device for Stop Planks, for: _____ Dollars _____ Cents	2	EA	\$ _____	\$ _____

TOTAL BID OF ALL ITEMS (1 - 10) \$ _____ *

(In Figures)

TOTAL BID OF ALL ITEMS (1 - 10) \$ _____ *

(In Words)

* Total Must Agree with Amount Shown on Page P-2

ITEMIZED BID SCHEDULE - AREA 2
WEST BOGGS LAKE ENHANCEMENT DESIGN PROJECT

ITEM NO.	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	Mobilization and Bond _____ Dollars _____ Cents	1	LS	\$ _____	\$ _____
2	Furnish, Complete, Temporary Stream Rerouting to Facilitate Construction, for: _____ Dollars _____ Cents	1	LS	\$ _____	\$ _____
3	Furnish and Install, Complete, Geotextile Membrane, for: _____ Dollars _____ Cents	117	SY	\$ _____	\$ _____
4	Furnish and Install, Complete, 12" Hand Laid Riprap, for: _____ Dollars _____ Cents	50	SY	\$ _____	\$ _____
5	Furnish and Install, Complete, 12" Hand Laid Grouted Riprap, for: _____ Dollars _____ Cents	70	SY	\$ _____	\$ _____
6	Furnish and Install, Complete, 250 Pound Shot Rock, for: _____ Dollars _____ Cents	54	CY	\$ _____	\$ _____

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
7	Furnish and Install, Complete, HP 8x36 H Piling, for: _____ Dollars _____ Cents	135	LF	\$ _____	\$ _____
8	Furnish and Install, Complete, 0.375" Steel Sheet Piling, for: _____ Dollars _____ Cents	8,400	SF	\$ _____	\$ _____
9	Furnish and Install, Complete, Structural Select 4" x 4" Western Cedar Stop Planks,, for: _____ Dollars _____ Cents	272	LF	\$ _____	\$ _____
10	Furnish and Install, Complete, Locking Device for Stop Planks, for: _____ Dollars _____ Cents	3	EA	\$ _____	\$ _____

TOTAL BID OF ALL ITEMS (1 - 10) \$ _____ *

(In Figures)

TOTAL BID OF ALL ITEMS (1 - 10) \$ _____ *

(In Words)

* Total Must Agree with Amount Shown on Page P-2

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal, and _____
_____ as Surety, are hereby held and firmly
bound unto _____ as OWNER in the
penal sum of _____ for the payment of which, well and
truly to be made, we hereby jointly and severally bind ourselves, successors and
assigns.

Signed, this _____ day of _____, 19_____.
The Condition of the above obligation is such that whereas the Principal has
submitted to _____ a certain BID,
attached hereto and hereby made a part hereof to enter into a contract in writing,
for the _____

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and
deliver a contract in the Form of Contract attachment hereto (properly
completed in accordance with said BID) and shall furnish a BOND for faithful
performance of said contract, and for the payment of all persons performing
labor furnishing materials in connection therewith, and shall in all other
respects perform the agreement created by the acceptance of said BID, then
this obligation shall be void, otherwise the same shall remain in force and
effect; it being expressly understood and agreed that the liability of the
Surety for any and all claims hereunder shall, in no event, exceed the penal

amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

Surety

By: _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

CERTIFICATION OF NON-SEGREGATED FACILITIES*

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity Clause in any contract resulting from acceptance of this bid. As used in this certification, the term "Segregated Facilities" means any waiting rooms, work area, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (Except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date _____, 19____

(Name of Bidder)

Official Address (Including
Zip Code):

By _____

Title

*Must be included without alteration

Indiana Non-Discrimination Clause

Pursuant to IC 5-16-6-1, the undersigned, _____ (Name of Contractor) hereinafter called "the contractor," agrees to comply with the following requirements during the performance of this agreement between the contractor and the Daviess-Martin County Joint Board, Indiana. The contractor agrees:

- (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates;
- (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;
- (c) That there may be deducted from the amount payable to the contractor by the state of Indiana or by any municipal corporation thereof, under this contract, a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and
- (d) That this contract may be cancelled or terminated by the state of Indiana or by any municipal corporation thereof, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

(Bidder)

By _____

(Title)

Date _____

Financial Statement for Bidders

Submitted to.....

By..... { A Corporation
A Co-partnership
An Individual

Address.....

.....

Date submitted....., 19.....

Contractor's Financial Statement

Submitted by..... { ☐ A Corporation
☐ A Co-partnership
☐ An Individual

with principal office at.....

To.....

Condition at close of business..... 19.....

ASSETS		Dollars					Cts.
1. Cash: (a) On hand \$....., (b) In bank \$....., (c) Elsewhere \$.....							
2. Notes receivable (a) Due within 90 days.....							
(b) Due after 90 days.....							
(c) Past due.....							
3. Accounts receivable from completed contracts, exclusive of claims not approved for payment.....							
4. Sums earned on uncompleted contracts as shown by engineer's or architect's estimate.....							
(a) Amount receivable after deducting retainage.....							
(b) Retainage to date, due upon completion of contracts.....							
5. Accounts receivable from sources other than construction contracts.....							
6. Deposits for bids or other guarantees: (a) Recoverable within 90 days.....							
(b) Recoverable after 90 days.....							
7. Interest accrued on loans, securities, etc.....							
8. Real estate: (a) Used for business purposes.....							
(b) Not used for business purposes.....							
9. Stocks and bonds: (a) Listed—present market value.....							
(b) Unlisted—present value.....							
10. Materials in stock not included in Item 4 (a) For uncompleted contracts (present value).....							
(b) Other materials (present value).....							
11. Equipment, book value.....							
12. Furniture and fixtures, book value.....							
13. Other assets.....							
Total assets.....							
LIABILITIES							
1. Notes payable: (a) To banks regular.....							
(b) To banks for certified checks.....							
(c) To others for equipment obligations.....							
(d) To others exclusive of equipment obligations.....							
2. Accounts payable: (a) Not past due.....							
(b) Past due.....							
3. Real estate encumbrances.....							
4. Other liabilities.....							
5. Reserves.....							
6. Capital stock paid up: (a) Common.....							
(b) Common.....							
(c) Preferred.....							
(d) Preferred.....							
7. Surplus (net worth).....							
Total liabilities.....							
CONTINGENT LIABILITIES							
1. Liability on notes receivable, discounted or sold.....							
2. Liability on accounts receivable, pledged, assigned or sold.....							
3. Liability as bondsman.....							
4. Liability as guarantor on contracts or on accounts of others.....							
5. Other contingent liabilities.....							
Total contingent liabilities.....							

DETAILS RELATIVE TO ASSETS

1	(a) on hand.....	\$.....
	Cash (b) deposited in banks named below.....	
	(c) elsewhere—(state where).....	

NAME OF BANK	LOCATION	DEPOSIT IN NAME OF	AMOUNT

2*	(a) due within 90 days.....	\$.....
	Notes receivable (b) due after 90 days.....	
	(c) past due.....	

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	DATE OF MATURITY	HOW SECURED	AMOUNT

Have any of the above been discounted or sold?.....If so, state amount, to whom, and reason.....

3*	Accounts receivable from completed contracts exclusive of claims not approved for payment.....	\$.....
----	--	---------

NAME AND ADDRESS OF OWNER	NATURE OF CONTRACT	AMOUNT OF CONTRACT	AMOUNT RECEIVABLE

Have any of the above been assigned, sold, or pledged?.....If so, state amount, to whom, and reason.....

4*	Sums earned on uncompleted contracts, as shown by engineer's or architect's estimate:	
	(a) Amount receivable after deducting retainage.....	\$.....
	(b) Retainage to date due upon completion of contract.....	

DESIGNATION OF CONTRACT AND NAME AND ADDRESS OF OWNER	AMOUNT OF CONTRACT	AMOUNT EARNED	AMOUNT RECEIVED	RETAINAGE		AMOUNT EXCLUSIVE OF RETAINAGE
				WHEN DUE	AMOUNT	

Have any of the above been sold, assigned, or pledged?.....If so, state amount, to whom, and reason.....

* List separately each item amounting to 10 per cent or more of the total and combine the remainder.

DETAILS RELATIVE TO ASSETS (Continued)

5 Accounts receivable not from construction contracts..... \$.....

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	WHEN DUE	AMOUNT
.....
.....
.....
.....
.....
.....
.....

What amount, if any, is past due..... \$.....

6 Deposits with bids or otherwise as guarantees..... \$.....

DEPOSITED WITH: NAME AND ADDRESS	FOR WHAT	WHEN RECOVERABLE	AMOUNT
.....
.....
.....
.....
.....
.....
.....

7 Interest accrued on loans, securities, etc..... \$.....

ON WHAT ACCRUED	TO BE PAID WHEN	AMOUNT
.....
.....
.....
.....
.....
.....
.....

8 Real estate { (a) Used for business purposes..... \$.....
book value { (b) Not used for business purposes.....

DESCRIPTION OF PROPERTY	IMPROVEMENTS		TOTAL BOOK VALUE
	NATURE OF IMPROVEMENTS	BOOK VALUE	
1
2
3
4
5
6
7

LOCATION	HELD IN WHOSE NAME	ASSESSED VALUE	AMOUNT OF ENCUMBRANCES
1
2
3
4
5
6
7

* List separately each item amounting to 10 per cent or more of the total and combine the remainder.

9 Stocks and bonds: (a) Listed—present market value..... \$.....
(b) Unlisted—present value.....

DESCRIPTION		ISSUING COMPANY	LAST INT. OR DIV. PAID		PAR VALUE	PRESENT MARKET VALUE	QUAN- TITY	AMOUNT
			DATE	%				
1								
2								
3								
4								
5								
6								
7								

WHO HAS POSSESSION		IF ANY ARE PLEDGED OR IN ESCROW, STATE FOR WHOM AND REASON	AMOUNT PLEDGED OR IN ESCROW
1			
2			
3			
4			
5			
6			
7			

10	Materials in stock and not included in Item 4, Assets:	
	(a) For use on uncompleted contracts (present value).....	\$.....
	(b) Other materials (present value).....	\$.....

[illegible]

11*	Equipment at book value.....	\$
-----	------------------------------	----

[illegible]

Are there any liens against the above?..... If so, state total amount..... \$.....

* If two or more items are lumped above, give the sum of their ages.

DETAILS RELATIVE TO ASSETS (Continued)

12 Furniture and fixtures at book value..... \$

13 Other assets..... \$

DESCRIPTION	AMOUNT

TOTAL ASSETS \$

DETAILS RELATIVE TO LIABILITIES

1 Notes payable { (a) To banks, regular..... \$
 (b) To banks for certified checks.....
 (c) To others for equipment obligations.....
 (d) To others exclusive of equipment obligations.....

TO WHOM: NAME AND ADDRESS	WHAT SECURITY	WHEN DUE	AMOUNT

2 Accounts payable { (a) Not past due..... \$
 (b) Past due.....

TO WHOM: NAME AND ADDRESS	FOR WHAT	DATE PAYABLE	AMOUNT

3 Real estate encumbrances (See Item 8, Assets)..... \$

4 Other liabilities..... \$

DESCRIPTION	AMOUNT

5 Reserves..... \$

INTEREST	INSURANCE	BLDGS. & FIXT.	PLANT DEPR.	TAXES	BAD DEBTS		
\$	\$	\$	\$	\$	\$	\$	\$

6 Capital stock paid up { (a) Common..... \$
 (b) Preferred.....

7 Surplus..... \$

TOTAL LIABILITIES \$

If a corporation answer this:

Amount for which incorporated.....

Capital paid in cash..... \$.....

When incorporated.....

In what state.....

Names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the corporation, including its officers, the signatures of whom are legally binding.

.....

.....

.....

.....

.....

Do you have necessary "certificate of authority" to transact corporate business in this state, under the terms of Chapter 215, Acts of 1929, and acts amendatory thereto?.....

If a co-partnership answer this:

Date of organization.....

State whether co-partnership is general, limited or association.....

Give the names, addresses and proportional interests of all parties:

Name	Address	Share
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....

The name of the partnership firm under which the above partners are operating is.....

Give names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the partnership, the signatures of whom are legally binding.

The undersigned hereby declares that the foregoing is a true statement of the financial condition of the individual, co-partnership or corporation herein first named, as of the date herein first given; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitter a contract; and that any depository, vendor or other agency herein named is hereby authorized to supply such party with any information necessary to verify this statement.

NOTE: A co-partnership must give firm name and signatures of all partners.
A corporation must give full corporate name, signature of official and affix corporate seal.

Affidavit for Individual

STATE OF _____ }
COUNTY OF _____ } ss:

_____ being duly sworn, deposes and says that the foregoing financial statement, taken from his books, is a true and accurate statement of his financial condition as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

(Applicant must sign here)

_____ day of _____ 19____

Notary Public

Affidavit for Co-Partnership

STATE OF _____ }
COUNTY OF _____ } ss:

_____ being duly sworn, deposes and says that he is a member of the firm of _____; that he is familiar with the books of the said firm showing its financial condition; that the foregoing financial statement, taken from the books of the said firm, is a true and accurate statement of the financial condition of the said firm as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

(Member of firm must sign here)

_____ day of _____ 19____

Notary Public

Affidavit for Corporation

STATE OF _____ }
COUNTY OF _____ } ss:

_____ being duly sworn, deposes and says that he is _____ of the _____, the corporation described in and which executed the foregoing statement; that he is familiar with the books of the said corporation showing its financial condition; that the foregoing financial statement, taken from the books of the said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

(Officer must sign here)

_____ day of _____ 19____

Notary Public

PART 10

CONTRACT DOCUMENTS

PART 10

CONTRACT DOCUMENTS

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AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 19____,
by and between _____, hereinafter
(Name of Owner), (an Individual)
called "OWNER" and _____ doing business
as (an individual,) or (a partnership,) or (a corporation) hereinafter
called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements
hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of
_____.
2. The CONTRACTOR will furnish all of the materials, supplies,
tools, equipment, labor, and other services necessary for the construction
and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT
DOCUMENTS within _____ calendar days after the date of the NOTICE TO
PROCEED and will complete the same within _____ calendar days unless the
period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the
CONTRACT DOCUMENTS and comply with the terms therein for the sum of
\$ _____ or as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" MEANS and includes the following:
 - (A) Advertisement for BIDS
 - (B) Information for BIDDERS
 - (C) BID
 - (D) BID BOND
 - (E) Non-Collusion Affidavit
 - (F) Compliance Statement (Not Applicable)

- (G) NOTICE OF AWARD ..
- (H) Agreement
- (I) Performance BOND
- (J) Payment BOND
- (K) Non-Discrimination Clause
- (L) NOTICE TO PROCEED
- (M) CHANGE ORDER
- (N) Certificate of Substantial Completion
- (O) General Conditions
- (P) SUPPLEMENTAL GENERAL CONDITIONS (Not Applicable)
- (Q) DRAWINGS prepared by _____
numbered _____ through _____, and dated _____,
numbered _____ through _____, and dated _____,
numbered _____ through _____, and dated _____,
- (R) SPECIFICATIONS prepared or issued by _____
_____ dated _____, 19____, dated _____, 19____.
- (S) ADDENDA:
No. _____, dated _____, 19____
_____, dated _____, 19____
_____, dated _____, 19____
_____, dated _____, 19____
_____, dated _____, 19____
_____, dated _____, 19____

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in

() copies each of which shall be deemed an original on the
(Number of Copies)

date first above written.

OWNER:

By: _____

Name _____
(Please Type)

Title _____

(SEAL)

ATTEST:

Name _____
(Please Type)

Title _____

BY _____

Name _____

(Please Type)

Address _____

(SEAL)

ATTEST:

Name _____

(Please Type)

Certificate of Owner's Attorney.

I, the undersigned, _____, the duly
authorized and acting legal representative of _____
_____, do hereby certify as follows:

I have examined the attached contract(s) and performance and payment bond(s) and contractor's Certificate of Insurance and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements are adequate, and have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Date: _____

NOTE: Delete phrase "performance and payment bonds" when not applicable.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
Dollars, \$(_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 19____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of
(Number)
one of which shall be deemed an original, this the ____ day of _____, 19 ____.

ATTEST:

(SEAL)

(Witness as to Principal)

(Address)

Principal
BY _____ (s)

(Address)

Surety

ATTEST:

(Surety) Secretary

(SEAL)

(Witness as to Surety)

(Address)

BY _____
Attorney-in-Fact

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called PRINCIPAL, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called SURETY are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
_____ Dollars, \$(_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 19____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of
(Number)
one of which shall be deemed an original, this the ____ day of _____, 19____.

ATTEST:

Principal
BY _____ (s)

(SEAL)

(Witness as to Principal)

(Address)

(Address)

Surety

ATTEST:

(Surety) Secretary

(SEAL)

(Witness as to Surety)

(Address)

BY _____
Attorney-in-Fact

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
 If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

NOTICE OF AWARD

TO: _____

PROJECT Description: _____

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 19 ____, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ _____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 19__.

(OWNER)

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____
this the _____ day of _____, 19__.

Title _____

NOTICE TO PROCEED

To: _____

Date: _____
Project: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 19 ____, on or before _____, 19 ____, and you are to complete the WORK within _____ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 19 ____.

(OWNER)

By _____
Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED
is hereby acknowledged by:

this the _____, 19 ____

By _____
Title _____

ORDER NO. _____

DATE _____

STATE _____

COUNTY _____

OWNER

(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
	\$	\$
TOTALS	\$	
NET CHANGE IN CONTRACT PRICE	\$	

JUSTIFICATION:

The amount of the Contract will be (Decreased) (Increased) By The Sum Of: _____ Dollars (\$ _____).

The Contract Total Including this and previous Change Orders Will Be: _____ Dollars (\$ _____).

The Contract Period Provided for Completion Will Be (Increased) (Decreased) (Unchanged): _____ Days.

This document will become a supplement to the contract and all provisions will apply hereto.

Requested _____	_____
(Owner)	(Date)
Recommended _____	_____
(Owner's Architect/Engineer)	(Date)
Accepted _____	_____
(Contractor)	(Date)

ESCROW AGREEMENT

THIS ESCROW AGREEMENT made and entered into this ____ day of _____, 1994 by and between _____ hereinafter called the Escrow Agent, Daviess-Martin County Joint Park and Recreation Board, Daviess County, Indiana hereinafter called the Owner, and _____ hereinafter called the Contractor.

WHEREAS, the Owner and the Contractor entered into a contract dated _____, providing for the construction by the Contractor of the _____ Project, for the subject to the provisions of IC 1971, 5-16-5.5, and

WHEREAS, said construction contract provides that portions of payments by the Owner to the Contractor shall be retained by the Owner (herein called Retainage), and

WHEREAS, all retainage shall be deposited in an Escrow Account.

NOW, THEREFORE, it is agreed as follows:

1. The Owner will hereafter deliver or cause to be delivered to the Escrow Agent that portion of the Retainage to be placed in escrow, to be held in escrow in accordance with the terms of this Agreement.
2. The Escrow Agent will promptly invest this Retainage in such obligations as selected by the Escrow Agent at its discretion. All income earned on such funds shall be added to and become a part of the escrowed principal.
3. The Escrow Agent shall pay over the net sum held by it hereunder as follows:
 - a. In the manner directed by the joint written authorization of the Owner and Contractor.
 - b. In the absence of such a joint written authorization, upon receipt from the Owner of a written notice pursuant to Article 18 of the General Conditions showing that the Owner has terminated the employment of the Contractor, then the Escrow Agent shall pay over to the Owner the net sum held by it hereunder.
 - c. In the absence of such a joint written authorization and in the absence of the termination of the employment of the Contractor as provided in b., above, in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

4. This Escrow Agreement shall constitute the direction from the Owner and Contractor to the Escrow Agent of the manner in which the Retainage is to be paid by the Escrow Agent, pursuant to IC 1971 5-16-5.5.
5. The Escrow Agent shall deduct, before any payment from the amounts received hereunder, its fee as Escrow Agent, which fee shall be payable from the income earned by the retainage and which escrow fee shall in no event exceed fifty percent (50%) of said income earned.
6. This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be constructed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned construction agreement.
7. This instrument constitutes the entire Agreement between the parties regarding duties of the Escrow Agent with respect to the investment and payment of escrow funds; the Escrow Agent is not liable to the Owner and Contractor for any loss or damages other than by its own negligence or willful misconduct.

**DAVIESS-MARTIN COUNTY
JOINT PARK AND RECREATION BOARD**

By: _____

(Contractor)

By: _____

(Escrow Agent)

By: _____

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER's Project No.

ENGINEER's Project No.

Project

CONTRACTOR

Contract For

Contract Date

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To
OWNER

And To
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

.....
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of the above date of Substantial Completion.

EJCDC No. 1910-8-D (1983 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

RESPONSIBILITIES:

OWNER: _____

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate:

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on _____, 19 _____

ENGINEER

By _____

CONTRACTOR accepts this Certificate of Substantial Completion on _____, 19 _____

CONTRACTOR

By _____

OWNER accepts this Certificate of Substantial Completion on _____, 19 _____

OWNER

By _____

PART 9

PROPOSAL DOCUMENTS

PART 9

BID PROPOSAL DOCUMENTS

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BID OF

(Contractor)

(Address)

**FOR
PUBLIC WORKS PROJECTS
OF**

Davies-Martin County
Joint Park and Recreation Board

West Boggs Lake
Enhancement Design Project

Filed _____, 19____

Action taken _____

CONTRACTORS BID FOR PUBLIC WORKS**PART I**(To be completed for all bids)
(Please type or print)

- Date: _____
1. Governmental Unit: Daviess-Martin County Joint Park & Recreation Board
2. County: Daviess
3. Bidder (Firm): _____
- Address: _____
- City/State: _____
4. Telephone Number: _____
5. Agent of Bidder (If applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Daviess-Martin Joint Bd. (Governmental Unit) in accordance with plans and specifications of said unit for the sum of _____ \$. The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, submit a proposal for each in accordance with the notice.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract. If the bid is to be awarded on a unit basis, the itemization of units shall be shown on a separate attachment. The Contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS
(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States. I.C. 5-16-8-2. I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at _____ this _____ day of _____, 19____

(Name of Organization)

By _____

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF _____)
) SS:
COUNTY OF _____)

_____ being duly sworn, deposes and says that he is
_____ of the above _____ and that the
(Title) (Name of Organization)
statements contained in the foregoing bid, certification and affidavit are true and correct.

Subscribed and sworn to before me this _____ day of _____, 19____

Notary Public

My Commission Expires: _____

County of Residence: _____

ACCEPTANCE

The above bid is accepted this _____ day of _____, 19____, subject to the following conditions: _____

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

(Complete sections I, II, III and IV for all state and local public works projects as required by statutes.)

Governmental Unit: Daviess-Martin County Joint Park and Recreation Board

Bidder (Firm): _____

Date: _____

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed?

Contract Amount	Class of Work	When Completed	Name and Address of Owner

2. What public works projects has your organization now in process of construction?

Contract Amount	Class of Work	When to be Completed	Name and Address of Owner

3. Have you ever failed to complete any work awarded to you? _____ If so, where and why?

4. List references from private firms for which you have performed work.

ALTERNATE BIDS

No Alternate Bids will be accepted.

BID PRICE

The Contractor agrees to perform all the work described in the Contract Documents for the bid prices identified on the attached Itemized Bid Schedule. Payment to the Contractor will be calculated based on these unit and/or lump sum prices.

TIME OF COMPLETION AND LIQUIDATED DAMAGES

If awarded a Contract, the Contractor agrees to begin work within ten (10) calendar days of the effective date of the Notice to Proceed and further agrees to proceed with all possible dispatch to substantially complete and provide all items into operation (service) within 90 consecutive calendar days from the date of the Notice to Proceed and fully complete all work ready for final inspection, acceptance and close-out within 30 additional days from the date of the substantial completion.

If awarded a Contract, and in the case the work is not completed either substantially or fully within the above deadlines to the satisfaction of the Owner, the undersigned agrees to pay to the Owner as liquidated damages the sum of Five Hundred Dollars (\$500.00) per day for each and every successive day, Sundays and Holidays included, after the agreed upon time until the work is completed and accepted by the Owner.

The liquidated damages apply to the failure to meet either the substantially complete and/or the fully complete deadlines stated above.

ITEMS TO BE SUBMITTED WITH BID

The Contractor shall be aware that the following documents are required with his Bid:

1. Bid Guaranty (Bid Bond)
2. Indiana State Form No. 96 (Revised, 1987) with Non-Collusion Affidavit
3. Financial Statement for Bidders
4. Bid Schedule

The Contractor shall submit to the Engineer the following additional documents within five (5) days after the bid opening. Failure to submit these additional documents shall be reason to reject the Bid as non-responsible. The additional documents include:

1. Certification of Non-Segregated Facilities
2. Indiana Non-Discrimination Clause

ADDENDA

The Bidder hereby acknowledges receipt of the following addenda:

ITEMIZED BID SCHEDULE - AREA 1
WEST BOGGS LAKE ENHANCEMENT DESIGN PROJECT

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	Mobilization and Bond _____ Dollars _____ Cents	1	LS	\$ _____	\$ _____
2	Work Site Dewatering; _____ Dollars _____ Cents	5	Days	\$ _____	\$ _____
3	Furnish and Install, Complete, Geotextile Membrane, for: _____ Dollars _____ Cents	180	SY	\$ _____	\$ _____
4	Furnish and Install, Complete, 12" Hand Laid Riprap, for: _____ Dollars _____ Cents	180	SY	\$ _____	\$ _____
5	Furnish and Install, Grout Over, 12" Hand Laid Grouted Riprap, for: _____ Dollars _____ Cents	37	CY	\$ _____	\$ _____
6	Furnish and Install, Complete, 250 Pound Shot Rock, for: _____ Dollars _____ Cents	27	CY	\$ _____	\$ _____

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
7	Furnish and Install, Complete, HP 8x36 H Piling, for:	74	LF	\$ _____	\$ _____
	_____ Dollars _____ Cents				
8	Furnish and Install, Complete, 0.375" Steel Sheet Piling, for:	1,971	SF	\$ _____	\$ _____
	_____ Dollars _____ Cents				
9	Furnish and Install, Complete, Structural Select 4" x 4" Western Cedar Stop Planks., for:	224	LF	\$ _____	\$ _____
	_____ Dollars _____ Cents				
10	Furnish and Install, Complete, Locking Device for Stop Planks, for:	2	EA	\$ _____	\$ _____
	_____ Dollars _____ Cents				

TOTAL BID OF ALL ITEMS (1 - 10) \$ _____ *

(In Figures)

TOTAL BID OF ALL ITEMS (1 - 10) \$ _____ *

(In Words)

* Total Must Agree with Amount Shown on Page P-2

**ITEMIZED BID SCHEDULE - AREA 2
WEST BOGGS LAKE ENHANCEMENT DESIGN PROJECT**

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization and Bond _____ Dollars _____ Cents	1	LS	\$ _____	\$ _____
2	Furnish, Complete, Temporary Stream Rerouting to Facilitate Construction, for: _____ Dollars _____ Cents	1	LS	\$ _____	\$ _____
3	Furnish and Install, Complete, Geotextile Membrane, for: _____ Dollars _____ Cents	117	SY	\$ _____	\$ _____
4	Furnish and Install, Complete, 12" Hand Laid Riprap, for: _____ Dollars _____ Cents	50	SY	\$ _____	\$ _____
5	Furnish and Install, Complete, 12" Hand Laid Grouted Riprap, for: _____ Dollars _____ Cents	70	SY	\$ _____	\$ _____
6	Furnish and Install, Complete, 250 Pound Shot Rock, for: _____ Dollars _____ Cents	54	CY	\$ _____	\$ _____

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
7	Furnish and Install, Complete, HP 8x36 H Piling, for:	135	LF	\$ _____	\$ _____
	_____ Dollars _____ Cents				
8	Furnish and Install, Complete, 0.375" Steel Sheet Piling, for:	8,400	SF	\$ _____	\$ _____
	_____ Dollars _____ Cents				
9	Furnish and Install, Complete, Structural Select 4" x 4" Western Cedar Stop Planks,, for:	272	LF	\$ _____	\$ _____
	_____ Dollars _____ Cents				
10	Furnish and Install, Complete, Locking Device for Stop Planks, for:	3	EA	\$ _____	\$ _____
	_____ Dollars _____ Cents				

TOTAL BID OF ALL ITEMS (1 - 10) \$ _____ *

(In Figures)

TOTAL BID OF ALL ITEMS (1 - 10) \$ _____ *

(In Words)

* Total Must Agree with Amount Shown on Page P-2

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal, and _____
_____ as Surety, are hereby held and firmly
bound unto _____ as OWNER in the
penal sum of _____ for the payment of which, well and
truly to be made, we hereby jointly and severally bind ourselves, successors and
assigns.

Signed, this _____ day of _____, 19_____.
The Condition of the above obligation is such that whereas the Principal has
submitted to _____ a certain BID,
attached hereto and hereby made a part hereof to enter into a contract in writing,
for the _____

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and
deliver a contract in the Form of Contract attachment hereto (properly
completed in accordance with said BID) and shall furnish a BOND for faithful
performance of said contract, and for the payment of all persons performing
labor furnishing materials in connection therewith, and shall in all other
respects perform the agreement created by the acceptance of said BID, then
this obligation shall be void, otherwise the same shall remain in force and
effect; it being expressly understood and agreed that the liability of the
Surety for any and all claims hereunder shall, in no event, exceed the penal

amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (L.S.)

Surety

By: _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

CERTIFICATION OF NON-SEGREGATED FACILITIES*

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity Clause in any contract resulting from acceptance of this bid. As used in this certification, the term "Segregated Facilities" means any waiting rooms, work area, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (Except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date _____, 19 _____

(Name of Bidder)

Official Address (Including
Zip Code): _____

By _____

Title

*Must be included without alteration

Indiana Non-Discrimination Clause

Pursuant to IC 5-16-6-1, the undersigned, _____
(Name of Contractor)
hereinafter called "the contractor," agrees to comply with
the following requirements during the performance of this
agreement between the contractor and the Daviess-Martin County Joint Board,
Indiana. The contractor agrees:

- (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates;
- (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;
- (c) That there may be deducted from the amount payable to the contractor by the state of Indiana or by any municipal corporation thereof, under this contract, a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and
- (d) That this contract may be cancelled or terminated by the state of Indiana or by any municipal corporation thereof, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

(Bidder)

By _____

(Title)

Date _____

Financial Statement for Bidders

Submitted to.....

By.....
(A Corporation
A Co-partnership
An Individual

Address.....

.....

Date submitted....., 19.....

Contractor's Financial Statement

Submitted by..... { ☐ A Corporation
☐ A Co-partnership
☐ An Individual

with principal office at.....

To.....

Condition at close of business..... 19.....

ASSETS		Dollars					Cts.
1. Cash: (a) On hand \$....., (b) In bank \$....., (c) Elsewhere \$.....							
2. Notes receivable (a) Due within 90 days.....							
(b) Due after 90 days.....							
(c) Past due.....							
3. Accounts receivable from completed contracts, exclusive of claims not approved for payment.....							
4. Sums earned on uncompleted contracts as shown by engineer's or architect's estimate.....							
(a) Amount receivable after deducting retainage.....							
(b) Retainage to date, due upon completion of contracts.....							
5. Accounts receivable from sources other than construction contracts.....							
6. Deposits for bids or other guarantees: (a) Recoverable within 90 days.....							
(b) Recoverable after 90 days.....							
7. Interest accrued on loans, securities, etc.....							
8. Real estate: (a) Used for business purposes.....							
(b) Not used for business purposes.....							
9. Stocks and bonds: (a) Listed—present market value.....							
(b) Unlisted—present value.....							
10. Materials in stock not included in Item 4 (a) For uncompleted contracts (present value).....							
(b) Other materials (present value).....							
11. Equipment, book value.....							
12. Furniture and fixtures, book value.....							
13. Other assets.....							
Total assets.....							
LIABILITIES							
1. Notes payable: (a) To banks regular.....							
(b) To banks for certified checks.....							
(c) To others for equipment obligations.....							
(d) To others exclusive of equipment obligations.....							
2. Accounts payable: (a) Not past due.....							
(b) Past due.....							
3. Real estate encumbrances.....							
4. Other liabilities.....							
5. Reserves.....							
6. Capital stock paid up: (a) Common.....							
(b) Common.....							
(c) Preferred.....							
(d) Preferred.....							
7. Surplus (net worth).....							
Total liabilities.....							
CONTINGENT LIABILITIES							
1. Liability on notes receivable, discounted or sold.....							
2. Liability on accounts receivable, pledged, assigned or sold.....							
3. Liability as bondsman.....							
4. Liability as guarantor on contracts or on accounts of others.....							
5. Other contingent liabilities.....							
Total contingent liabilities.....							

DETAILS RELATIVE TO ASSETS

1	(a) on hand.....	\$.....
	Cash (b) deposited in banks named below.....	
	(c) elsewhere—(state where).....	

NAME OF BANK	LOCATION	DEPOSIT IN NAME OF	AMOUNT

2*	(a) due within 90 days.....	\$.....
	Notes receivable (b) due after 90 days.....	
	(c) past due.....	

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	DATE OF MATURITY	HOW SECURED	AMOUNT

Have any of the above been discounted or sold?.....If so, state amount, to whom, and reason.....

3*	Accounts receivable from completed contracts exclusive of claims not approved for payment.....	\$.....
----	--	---------

NAME AND ADDRESS OF OWNER	NATURE OF CONTRACT	AMOUNT OF CONTRACT	AMOUNT RECEIVABLE

Have any of the above been assigned, sold, or pledged?.....If so, state amount, to whom, and reason.....

4*	Sums earned on uncompleted contracts, as shown by engineer's or architect's estimate:				
	(a) Amount receivable after deducting retainage.....				
	(b) Retainage to date due upon completion of contract.....				

DESIGNATION OF CONTRACT AND NAME AND ADDRESS OF OWNER	AMOUNT OF CONTRACT	AMOUNT EARNED	AMOUNT RECEIVED	RETAINAGE		AMOUNT EXCLUSIVE OF RETAINAGE
				WHEN DUE	AMOUNT	

Have any of the above been sold, assigned, or pledged?.....If so, state amount, to whom, and reason.....

* List separately each item amounting to 10 per cent or more of the total and combine the remainder.

DETAILS RELATIVE TO ASSETS (Continued)

5 Accounts receivable not from construction contracts \$

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	WHEN DUE	AMOUNT
.....
.....
.....
.....
.....
.....
.....

What amount, if any, is past due..... \$

6 Deposits with bids or otherwise as guarantees \$

DEPOSITED WITH: NAME AND ADDRESS	FOR WHAT	WHEN RECOVERABLE	AMOUNT
.....
.....
.....
.....
.....
.....
.....

7 Interest accrued on loans, securities, etc..... \$

ON WHAT ACCRUED	TO BE PAID WHEN	AMOUNT
.....
.....
.....
.....
.....
.....
.....

8 Real estate { (a) Used for business purposes \$
book value { (b) Not used for business purposes..... \$

DESCRIPTION OF PROPERTY	IMPROVEMENTS		TOTAL BOOK VALUE
	NATURE OF IMPROVEMENTS	BOOK VALUE	
1
2
3
4
5
6
7

LOCATION	HELD IN WHOSE NAME	ASSESSED VALUE	AMOUNT OF ENCUMBRANCES
1
2
3
4
5
6
7

* List separately each item amounting to 10 per cent or more of the total and combine the remainder.

DETAILS RELATIVE TO ASSETS (Continued)

12 Furniture and fixtures at book value..... \$.....

13 Other assets..... \$.....

DESCRIPTION	AMOUNT

TOTAL ASSETS \$

DETAILS RELATIVE TO LIABILITIES

1 Notes payable { (a) To banks, regular..... \$.....
 (b) To banks for certified checks.....
 (c) To others for equipment obligations.....
 (d) To others exclusive of equipment obligations.....

TO WHOM: NAME AND ADDRESS	WHAT SECURITY	WHEN DUE	AMOUNT

2 Accounts payable { (a) Not past due..... \$.....
 (b) Past due.....

TO WHOM: NAME AND ADDRESS	FOR WHAT	DATE PAYABLE	AMOUNT

3 Real estate encumbrances (See Item 8, Assets)..... \$.....

4 Other liabilities..... \$.....

DESCRIPTION	AMOUNT

5 Reserves..... \$.....

INTEREST	INSURANCE	BLDGs. & FIXT.	PLANT DEPR.	TAXES	BAD DEBTS		
\$.....	\$.....	\$.....	\$.....	\$.....	\$.....	\$.....	\$.....

6 Capital stock paid up { (a) Common..... \$.....
 (b) Preferred.....

7 Surplus..... \$.....

TOTAL LIABILITIES \$

If a corporation answer this:

Amount for which incorporated.....

Capital paid in cash..... \$.....

When incorporated.....

In what state.....

Names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the corporation, including its officers, the signatures of whom are legally binding.

.....

.....

.....

.....

.....

Do you have necessary "certificate of authority" to transact corporate business in this state, under the terms of Chapter 215, Acts of 1929, and acts amendatory thereto?.....

If a co-partnership answer this:

Date of organization.....

State whether co-partnership is general, limited or association.....

Give the names, addresses and proportional interests of all parties:

Name	Address	Share
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....

The name of the partnership firm under which the above partners are operating is.....

Give names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the partnership, the signatures of whom are legally binding.

The undersigned hereby declares that the foregoing is a true statement of the financial condition of the individual, co-partnership or corporation herein first named, as of the date herein first given; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitter a contract; and that any depository, vendor or other agency herein named is hereby authorized to supply such party with any information necessary to verify this statement.

NOTE: A co-partnership must give firm name and signatures of all partners.
A corporation must give full corporate name, signature of official and affix corporate seal.

Affidavit for Individual

STATE OF _____ }
COUNTY OF _____ } ss:

_____ being duly sworn, deposes and says that the foregoing financial statement, taken from his books, is a true and accurate statement of his financial condition as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

_____ day of _____ 19____

(Applicant must sign here)

Notary Public

Affidavit for Co-Partnership

STATE OF _____ }
COUNTY OF _____ } ss:

_____ being duly sworn, deposes and says that he is a member of the firm of _____; that he is familiar with the books of the said firm showing its financial condition; that the foregoing financial statement, taken from the books of the said firm, is a true and accurate statement of the financial condition of the said firm as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

_____ day of _____ 19____

(Member of firm must sign here)

Notary Public

Affidavit for Corporation

STATE OF _____ }
COUNTY OF _____ } ss:

_____ being duly sworn, deposes and says that he is _____ of the _____, the corporation described in and which executed the foregoing statement; that he is familiar with the books of the said corporation showing its financial condition; that the foregoing financial statement, taken from the books of the said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

_____ day of _____ 19____

(Officer must sign here)

Notary Public